

**Contract of mandate and remuneration agreement
for representation in legal proceedings**

between

(Name, Address – **PLEASE FILL OUT IN BLOCK LETTERS**)

- Client -

and the law firm

Schirp & Partner Lawyers mbB, Leipziger Platz 9, 10117 Berlin

- Contractor -

- together referred to as „the Parties“ -

Legal proceedings

**against Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft due to erroneous
attestations with regard to the annual financial statements of Wirecard AG**

1. Placing of order

The client unconditionally instructs the Contractor to assert claims for damages against Ernst & Young Ltd. (auditing company) in respect of the audit certificates issued by Ernst & Young Ltd. for the annual financial statements of Wirecard AG by bringing an **action**.

Preferably, this is to be done by means of a "class action", i.e. the consolidation of as many shareholders as possible against the same claimants in one and the same lawsuit. This necessarily entails that all information brought into the lawsuit is made known not only to the court and the other party(-ies), but also to all co-plaintiffs, i.e. to the extent that there is no anonymity among each other. **The client expressly agrees to this.**

At the same time, the mandate is aimed at the enforcement of each individual claim. In this respect, there is no difference to an "individual action" or to the case that the court makes a subsequent procedural separation from the "class action" into "individual actions". The Contractor points out that such a separation of proceedings will result in higher court costs than in a "class action", they then correspond to the court costs of an "individual action". The same applies to the costs of the opponent in case of defeat.

2. Fees

- a) The Contractor's fees to the Client are based on the provisions of the German Lawyers' Fees Act (RVG). The Contractor points out that the fees to be charged are based on the value of the subject matter. She further points out that the existence and even the granting of a cover note of a legal expenses insurance does not change the fact that the client is himself the debtor of remuneration.
- b) As object value the parties **agree** on the value of the claims individually asserted for the client.

The client is aware that this agreement deviates from the statutory regulation in that he/she must pay the fees to the lawyers as if he/she were conducting the legal dispute alone. Therefore, even in the event of complete success, the attorney's fees are not fully refundable, but only to the amount of the statutory remuneration. The clients may not claim reimbursement from third parties for any fees owed to the lawyers in excess of the statutory fees on the basis of this agreement.

- c) The Contractor shall settle its travel expenses on court dates in accordance with Nos. 7003, 7004 and 7006 VV RVG as well as per diem and absence allowances in accordance with No. 7005 VV RVG (the maximum amount of which is currently €70/day). She points out that it has not been generally clarified whether opponents (in the event that they are unsuccessful) have to reimburse the lawyer's travel expenses to foreign court hearings. The same applies to legal expenses insurance (in case of coverage), the conditions of which vary in this respect. Therefore, it cannot be excluded that even in the case of complete victory and/or if cover is granted by the legal protection insurance, a residual amount to be borne by the client himself remains.
- d) The Contractor will charge its expenses for the production and provision of documents and postal and telecommunications services in accordance with Nos 7000 et seq. List of Fees (VV) RVG. Instead of proven fees for postal and telecommunications services, it is free to charge the flat rate for expenses No. 7002 - currently a one-time fee of 20 €.
- e) All amounts are exclusive of the statutory value added tax.
- f) In principle, the remuneration of the Contractor is due after completion of the contract in accordance with § 8 RVG. However, the Contractor is entitled at any time to issue invoices on account for fees and expenses incurred or to demand an appropriate advance payment for fees and expenses incurred or expected to be incurred in accordance with § 9 RVG. With payment of the partial invoice amount as well as the final invoice amount, the Customer acknowledges the respective underlying remuneration claim.

3. The client assigns to the contractor any claims for reimbursement against the court cashier(s) or against other parties to the proceedings to secure the claims for remuneration. The assignment is hereby accepted by the Contractor.
4. In accordance with § 151 BGB (German Civil Code), the client waives receipt of the contractor's declaration of acceptance of this agreement.

Information about liability insurance:

The Contractor states that it has taken out a professional liability insurance policy - currently with ERGO, Düsseldorf - with a minimum insurance sum of EUR 2,500,000 for each insured event, but not exceeding a total of EUR 10 million per year.

Communication between the parties:

The Contractor points out that e-mail has become a common and fast communication channel, but does not guarantee absolute confidentiality. As far as we know today, it can be read or falsified more easily than conventional mail.

Nevertheless, the client expressly agrees to be contacted by e-mail:

- Yes The e-mail address is:
- No

If the client writes to the contractor by e-mail, the contractor is entitled to do so, without prejudice to the foregoing choice, also reply by e-mail.

The Customer waives receipt of the Contractor's declaration of acceptance also of this Agreement (§ 151 German Civil Code).

.....
Location, Date

.....
(Signature Client)

.....
Schirp & Partner Rechtsanwälte mbB

VOLLMACHT	Power of Attorney
<p style="text-align: center;">Name:</p> <hr/> <p style="text-align: center;">Address:</p> <hr/>	
<p>Der Unterzeichner/die Unterzeichnerin erteilt hiermit der Kanzlei</p> <p style="text-align: center;">Schirp & Partner Rechtsanwälte mbB, Leipziger Platz 9, 10117 Berlin, in diesem Mandatsverhältnis vertreten durch</p> <p><i>RA Dr. Wolfgang Schirp, RAin Dr. Susanne Schmidt-Morsbach, RA Christian Winkhaus, RAin Antje Radtke-Rieger, RAin Anne Wenzelowski, RAin Alexandra Binia, RA Alexander Temiz, RAin Jennifer Breßler</i></p> <p>VOLLMACHT zur anwaltlichen gerichtlichen Vertretung und Wahrnehmung der Rechte und Interessen des Unterzeichners/der Unterzeichnerin gegen die Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft.</p> <p>Gegenstand des Mandats: aufgrund der Testate der Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft in Bezug auf die Jahresabschlüsse der Wirecard AG zur Geltendmachung von Schadensersatzansprüchen gegenüber der Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft.</p> <p>Die Vollmacht umfasst die Befugnis</p> <ul style="list-style-type: none"> - zur Prozessführung (u.a. nach §§ 81 ff. ZPO) einschließlich der Befugnis zur Erhebung und Zurücknahme von Widerklagen; - zur Vertretung in sonstigen Verfahren (insbesondere gemäß dem FamFG) und bei außer-gerichtlichen Verhandlungen aller Art; - zur Begründung und Aufhebung von Vertragsverhältnissen und zur Abgabe einseitiger Willenserklärungen, z. B. Kündigungen; 	<p>Signer is hereby given power of attorney to the law firm</p> <p style="text-align: center;">Schirp & Partner Rechtsanwälte mbB, Leipziger Platz 9, 10117 Berlin, represented by the lawyers</p> <p><i>RA Dr. Wolfgang Schirp, RAin Dr. Susanne Schmidt-Morsbach, RA Christian Winkhaus, RAin Antje Radtke-Rieger, RAin Anne Wenzelowski, RAin Alexandra Binia, RA Alexander Temiz, RAin Jennifer Breßler</i></p> <p>power of attorney for legal action against Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, <u>court representation</u> and the exercise of the rights and interests of the signer</p> <p>In the following case: on the basis of the audit certificates issued by Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft in relation to the annual financial statements of Wirecard AG to assert compensation claims for damages against Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft.</p> <p>This power of attorney covers:</p> <ul style="list-style-type: none"> - to conduct a lawsuit (among others according to §§ 81 ff. ZPO - Code of Civil Procedure), including the authority to put forward and to withdraw counter claims; - the representation in other proceedings (especially in accordance with the FamFG) and in extrajudicial negotiations of all kinds; - to establish and terminate contractual relationships and to make unilateral declarations of intent, e.g. terminations;

- zur Durchführung von Neben- und Folgeverfahren, z.B. Arrest und einstweilige Verfügungen, Kostenfestsetzungs-, Zwangsvollstreckungs- und anderer Verfahren, die den Mandatsgegenstand betreffen;
- Zustellungen vorzunehmen und entgegenzunehmen;
- die Vollmacht ganz oder teilweise zu übertragen (Untervollmacht);
- Rechtsmittel einzulegen, zurückzunehmen oder auf sie zu verzichten;
- den Rechtsstreit/das Verfahren oder außergerichtliche Verhandlungen durch Vergleich oder Anerkenntnis zu erledigen;
- Geld, den Streitgegenstand, Wertsachen und Urkunden sowie die von der Gegenseite, von der Justizkasse oder von Dritten zu zahlenden und/oder zu erstattenden Beträge entgegenzunehmen.

Die Vollmacht gilt für alle Instanzen;

Nur die deutsche Fassung dieser Vollmacht ist bindend.

- to conduct ancillary and subsequent proceedings, e.g. arrest and preliminary injunctions, cost assessment, enforcement and other proceedings concerning the subject matter of the mandate;
- to make and receive notifications;
- to transfer the power of attorney in whole or partially to others (sub-authorization);
- to lodge, withdraw or waive an appeal;
- the authorization to effect and receive deliveries;
- to settle the litigation/proceedings or out-of-court negotiations by means of compromise or recognition;
- to receive money, valuables and deeds, especially the subject matter of the action and the amounts to be reimbursed by the adversary, the judicial or other authorities;

The power of attorney applies to all instances;

Only the German version of this power of attorney is binding.

.....
 Ort, Datum Unterschrift

.....
 location, date signature

First name Surname and address IN BLOCK CAPITALS

Cancellation policy

Right of cancellation

You have the right to cancel this contract within fourteen days without giving reasons.

The cancellation period is fourteen days from the date of conclusion of the contract.

In order to exercise your right of cancellation, you must inform us (Schirp & Partner Rechtsanwälte mbB, Leipziger Platz 9, 10117 Berlin, Fax: +49 30/32 76 17-17, E-Mail: mail@schirp.com) of your decision to cancel this contract by means of a clear declaration (e.g. a letter, fax or e-mail sent by post). You may use the attached model cancellation form, which is not mandatory.

In order to comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before the end of the cancellation period.

Consequences of cancellation

If you cancel this contract, we must reimburse you for all payments we have received from you immediately and at the latest within fourteen days from the day on which we receive notification of your cancellation of this contract. For this refund we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will we charge you any fees for this refund.

If you have requested that the services be commenced during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of cancellation in respect of this contract compared to the total scope of the services provided for in the contract.

(Location)

(Date)

(Signature)

(If you want to cancel the contract with us, please fill out this form and send it back.)

To:

Schirp & Partner Rechtsanwälte mbB

Leipziger Platz 9

10117 Berlin

Fax: 030/327 617-17

E-Mail: mail@schirp.com

Herewith I / we cancel

the contract concluded by me/us for the provision of the following service "Lawyer's contract on legal representation and representation of rights and interests

**Claims for damages against Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft
with regard to the annual financial statements of Wirecard AG**

Appointed on

from

last name(s):

first name(s):

Address(es):

Signature(s): (only if notified / communicated on paper)

Date:

Summary of costs relating to Wirecard AG - Legal proceedings against the auditing company Ernst & Young GmbH

Fee calculation for "class action" in 1st instance

Schirp & Partner Rechtsanwälte mbB

Amount in dispute ¹ until	own attorney fees ² (net) ³	proportionate court costs			Litigation cost risk ⁴ total with one defendant (net) ³			In comparison, litigation risk in individual actions
		for the amount in dispute in the class action	for the amount in dispute in the class action	for the amount in dispute in the class action	for the amount in dispute in the class action	for the amount in dispute in the class action	for the amount in dispute in the class action	
		1.000.000 €	2.000.000 €	3.000.000 €	1.000.000 €	2.000.000 €	3.000.000 €	
10.000,00 €	1.555,00 €	176,43 €	147,62 €	138,01 €	1.861,36 €	1.808,83 €	1.791,32 €	3.908,00 €
20.000,00 €	2.469,25 €	352,86 €	295,23 €	276,02 €	3.081,96 €	2.976,91 €	2.941,89 €	6.084,50 €
30.000,00 €	2.864,93 €	529,29 €	442,85 €	414,03 €	3.783,99 €	3.626,41 €	3.573,88 €	7.076,85 €
40.000,00 €	3.346,88 €	705,72 €	590,46 €	552,04 €	4.572,30 €	4.362,19 €	4.292,15 €	8.268,75 €
50.000,00 €	3.828,83 €	882,15 €	738,08 €	690,05 €	5.360,60 €	5.097,96 €	5.010,42 €	9.460,65 €
60.000,00 €	4.108,48 €	1.058,58 €	885,69 €	828,06 €	5.946,61 €	5.631,44 €	5.526,39 €	10.415,95 €
70.000,00 €	4.388,13 €	1.235,01 €	1.033,31 €	966,07 €	6.532,61 €	6.164,92 €	6.042,35 €	11.371,25 €
80.000,00 €	4.388,13 €	1.411,44 €	1.180,92 €	1.104,08 €	6.838,97 €	6.418,75 €	6.278,67 €	11.371,25 €
90.000,00 €	4.667,78 €	1.587,87 €	1.328,54 €	1.242,09 €	7.424,97 €	6.952,22 €	6.794,64 €	12.326,55 €
100.000,00 €	4.947,43 €	1.764,30 €	1.476,15 €	1.380,10 €	8.010,98 €	7.485,70 €	7.310,61 €	13.281,85 €
120.000,00 €	5.227,08 €	2.117,16 €	1.771,38 €	1.656,12 €	8.903,34 €	8.273,01 €	8.062,90 €	14.237,15 €
140.000,00 €	5.506,73 €	2.470,02 €	2.066,61 €	1.932,14 €	9.795,70 €	9.060,31 €	8.815,18 €	15.192,45 €
160.000,00 €	6.066,03 €	2.822,88 €	2.361,84 €	2.208,16 €	10.967,71 €	10.127,27 €	9.847,12 €	17.103,05 €
180.000,00 €	6.345,68 €	3.175,74 €	2.657,07 €	2.484,18 €	11.860,07 €	10.914,57 €	10.599,41 €	18.058,35 €
200.000,00 €	6.625,33 €	3.528,60 €	2.952,30 €	2.760,20 €	12.752,43 €	11.701,88 €	11.351,69 €	19.013,65 €
220.000,00 €	7.018,03 €	3.881,46 €	3.247,53 €	3.036,22 €	13.757,84 €	12.602,23 €	12.217,03 €	20.393,05 €
240.000,00 €	7.410,73 €	4.234,32 €	3.542,76 €	3.312,24 €	14.763,25 €	13.502,59 €	13.082,37 €	21.772,45 €
260.000,00 €	7.410,73 €	4.587,18 €	3.837,99 €	3.588,26 €	15.375,96 €	14.010,24 €	13.555,00 €	21.772,45 €
280.000,00 €	7.803,43 €	4.940,04 €	4.133,22 €	3.864,28 €	16.381,37 €	14.910,60 €	14.420,34 €	23.151,85 €
300.000,00 €	8.196,13 €	5.292,90 €	4.428,45 €	4.140,30 €	17.386,78 €	15.810,95 €	15.285,68 €	24.531,25 €
320.000,00 €	8.196,13 €	5.645,76 €	4.723,68 €	4.416,32 €	17.999,49 €	16.318,61 €	15.758,31 €	24.531,25 €
340.000,00 €	8.588,83 €	5.998,62 €	5.018,91 €	4.692,34 €	19.004,90 €	17.218,96 €	16.623,65 €	25.910,65 €
360.000,00 €	8.981,53 €	6.351,48 €	5.314,14 €	4.968,36 €	20.010,31 €	18.119,32 €	17.488,99 €	27.290,05 €
380.000,00 €	8.981,53 €	6.704,34 €	5.609,37 €	5.244,38 €	20.623,02 €	18.626,97 €	17.961,62 €	27.290,05 €
400.000,00 €	9.374,23 €	7.057,20 €	5.904,60 €	5.520,40 €	21.628,43 €	19.527,33 €	18.826,96 €	28.669,45 €

for all further amounts in dispute, we will be pleased to inform you of the costs on request

¹ Purchase value (incl. acquisition costs/commission) less any dividend payment less any selling price

² Procedural and appointment fees (plus document costs (sending of pleadings) and travel costs (court hearings) which cannot yet be quantified today)

³ For private individuals in other EU countries, 19% VAT is added to the net fees.

⁴ For participation in the class action in the event of complete defeat (own attorney, court and opposing attorney) in the first instance.