

# DATASHEET

Mandate in connection with claim filing and representation in the capital investor model proceedings against Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft due to erroneous audit opinions in relation to the annual financial statements of Wirecard AG

---

Last Name, First Name

---

Address, Street number

---

Postal code, Location

---

Phone number

---

E-Mail-Address

---

Legal expenses insurance (Name, Address)

---

Insurance policy number

**What securities did you buy? (Please mark with a cross)**

**WIRECARD Shares**

**WIRECARD Derivates**

**WIRECARD Bonds**

Have you already sold the securities?

**yes**

**no**

**We need all purchase and sales receipts from you!**

**In order to improve our service, we would like to ask you to state: What was the decisive factor for you to give us the mandate? (multiple crosses possible)**

Recommendation

Newsletter

Internet presence

Webinar

Information package

Personal contact

Press report

| VOLLMACHT  | Power of Attorney   |
|--|---|
| <p><b>Name:</b></p> <hr/> <p><b>Address:</b></p> <hr/>   |   |
| <p>Der Unterzeichner/die Unterzeichnerin erteilt hiermit der Kanzlei</p> <p style="text-align: center;"><b>Schirp &amp; Partner Rechtsanwälte mbB,<br/>Leipziger Platz 9, 10117 Berlin,</b><br/>in diesem Mandatsverhältnis vertreten durch</p> <p><small>RA Dr. Wolfgang Schirp, RAin Dr. Susanne Schmidt-Morsbach, RA Christian Winkhaus, RAin Antje Radtke-Rieger, RAin Anne Wenzelewski, RAin Alexandra Binia</small></p> <p><b>VOLLMACHT</b> in der Sache:</p> <p><b>gegen Ernst &amp; Young GmbH<br/>Wirtschaftsprüfungsgesellschaft wegen<br/>fehlerhafter Testate in Bezug auf die<br/>Jahresabschlüsse der Wirecard AG</b></p> <p><b>insbesondere Anspruchsanmeldung und<br/>Vertretung im Kapitalanleger-<br/>Musterverfahren</b></p> <p><b>Die Vollmacht umfasst die Befugnis</b><br/>(Bitte kreuzen Sie zutreffende Option an).</p> <p><input type="checkbox"/> <b>Anmeldeoption 1:</b> Anmeldung zum Muster-verfahren <u>mit</u> Inverzugsetzung</p> <p><input type="checkbox"/> <b>Anmeldeoption 2:</b> Anmeldung zum Muster-verfahren <u>ohne</u> Inverzugsetzung</p> <ul style="list-style-type: none"> <li>- die Vertretung im Musterverfahren nach dem Kapitalanleger-Musterverfahrensgesetz (KapMuG);</li> <li>- zur Einholung einer Deckungszusage der Rechtsschutzversicherung und Korrespondenz mit dieser;</li> <li>- zur Vertretung bei außergerichtlichen Verhandlungen aller Art;</li> <li>- zur Durchführung von Akteneinsicht in alle erforderlichen gerichtlichen Unterlagen; Dritte</li> </ul> | <p>Signer is hereby given power of attorney to the law firm</p> <p style="text-align: center;"><b>Schirp &amp; Partner Lawyers mbB, Leipziger<br/>Platz 9, 10117 Berlin,</b><br/>represented by the lawyers</p> <p><small>RA Dr. Wolfgang Schirp, RAin Dr. Susanne Schmidt-Morsbach, RA Christian Winkhaus, RAin Antje Radtke-Rieger, RAin Anne Wenzelewski, RAin Alexandra Binia,</small></p> <p><b>POWER OF ATTORNEY</b></p> <p><b>for legal action against Ernst &amp; Young<br/>GmbH Wirtschaftsprüfungsgesellschaft<br/>due to erroneous audit opinions in<br/>relation to the annual financial statements<br/>of Wirecard AG</b></p> <p><b>In particular, filing of claims and<br/>representation in the capital investor<br/>model proceedings</b></p> <p><b>This power of attorney covers</b><br/>(Please mark applicable option with a cross).</p> <p><b>Registration option 1:</b> Application for the model proceedings <u>with</u> notice of default</p> <p><b>Registration option 2:</b> Application for the model proceedings <u>without</u> notice of default</p> <ul style="list-style-type: none"> <li>- representation in model proceedings pursuant to the Capital Investor Model Proceedings Act (KapMuG);</li> <li>- to obtain a cover note from the legal expenses insurance and correspondence with the same;</li> <li>- for representation in out-of-court</li> </ul> |

werden insoweit von jeglicher Verschwiegenheitsverpflichtung entbunden und aufgefordert, den Rechtsanwälten jede gewünschte Akteneinsicht zu gewähren;

- 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.

negotiations of all kinds;

- to carry out file inspections of all necessary court documents; third parties are in this respect released from any obligation of confidentiality and requested to grant the lawyers any desired file inspection;
- to make and receive deliveries;
- to transfer the power of attorney in whole or in part (sub-power of attorney);
- to lodge, withdraw or waive an appeal;
- to settle the legal dispute/proceedings or out-of-court negotiations by means of a settlement or acknowledgement;
- receive money, the subject matter of the dispute, valuables and documents as well as the amounts to be paid and/or reimbursed by the opposing party, by the court cashier or by third parties.

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

- c) The Contractor shall invoice its expenses for the production and provision of documents as well as postal and telecommunication services in accordance with nos. 7000 et seq. Remuneration List (VV) RVG. The Contractor is free to charge the flat rate for expenses no. 7002 - currently a one-off fee of € 20 - instead of proven fees for postal and telecommunication services.
- d) All amounts are exclusive of the statutory value added tax.
- e) In principle, the remuneration of the Contractor pursuant to § 8 RVG is due after completion of the assignment. However, the contractor is entitled at any time to issue partial invoices for fees and expenses incurred or to demand an appropriate advance payment for fees and expenses incurred and expected to be incurred pursuant to Section 9 RVG. By paying the amount of the partial invoice and the amount of the final invoice, the Client acknowledges the respective underlying claim for remuneration.

**Communication between the parties:**

1. The Contractor points out that e-mail has become a common and fast means of communication, but does not absolutely guarantee confidentiality. According to the current state of knowledge, it can be read or falsified more easily than conventional mail.

The Client nevertheless 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 reply by e-mail, without prejudice to the above selection, also to reply by e-mail.

2. The Client waives the receipt of the Contractor's declaration of acceptance also to this agreement (§ 151 BGB).

.....  
Location, Date

.....  
(Signature of Client/Investor, in the case of joint custody accounts of all account holders)

**Mandate agreement and remuneration agreement  
for representation in model proceedings under the  
Capital Investor Model Proceedings Act**

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“ -

**Filing of claims and representation in the capital investor model 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 file possible claims for damages in connection with the acquisition of shares, derivatives and bonds of WIRECARD AG within the framework of the capital investor model proceedings.

2. Fees

- a) The Client shall owe the Contractor remuneration in accordance with the provisions of the German Lawyers' Fees Act (RVG). The contractor points out that the fees to be charged are based on the value in dispute. It further points out that the existence and even the granting of cover by a legal expenses insurance does not change the fact that the client itself is liable for remuneration.
- b) An additional amount of 100.00 Euro plus VAT will be charged for the out-of-court notice of default to the opposing party, if filing option 1 is chosen.

---

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](mailto: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"

**Filing of claims and representation in the capital investor sample proceedings  
against Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft due to erroneous  
attestations 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: .....

## Cost overview regarding Wirecard AG - representation in the capital investor model proceedings

Schirp & Partner Lawyers mbB

| Amount in dispute <sup>1</sup><br>until | 0.8 own lawyer's fees +<br>flat-rate expenses +<br>VAT (gross) | 0.5 Court costs | Total costs |
|---|--|-----------------|-------------|
| 1,000.00 €                              | 107.58 €   | 29.00 €         | 136.58 €    |
| 1,500.00 €                              | 144.70 €   | 39.00 €         | 183.70 €    |
| 2,000.00 €                              | 181.83 €   | 49.00 €         | 230.83 €    |
| 3,000.00 €                              | 235.14 €   | 59.50 €         | 294.64 €    |
| 4,000.00 €                              | 288.46 €   | 70.00 €         | 358.46 €    |
| 5,000.00 €                              | 341.77 €   | 80.50 €         | 422.27 €    |
| 6,000.00 €                              | 395.08 €   | 91.00 €         | 486.08 €    |
| 7,000.00 €                              | 448.39 €   | 101.50 €        | 549.89 €    |
| 8,000.00 €                              | 501.70 €   | 112.00 €        | 613.70 €    |
| 9,000.00 €                              | 555.02 €   | 122.50 €        | 677.52 €    |
| 10,000.00 €                             | 608.33 €   | 133.00 €        | 741.33 €    |
| 13,000.00 €                             | 657.83 €   | 147.50 €        | 805.33 €    |
| 16,000.00 €                             | 707.34 €   | 162.00 €        | 869.34 €    |
| 19,000.00 €                             | 756.84 €   | 176.50 €        | 933.34 €    |
| 22,000.00 €                             | 806.34 €   | 191.00 €        | 997.34 €    |
| 25,000.00 €                             | 855.85 €   | 205.50 €        | 1,061.35 €  |
| 30,000.00 €                             | 932.96 €   | 224.50 €        | 1,157.46 €  |
| 35,000.00 €                             | 1,010.07 €   | 243.50 €        | 1,253.57 €  |
| 40,000.00 €                             | 1,087.18 €   | 262.50 €        | 1,349.68 €  |
| 45,000.00 €                             | 1,164.30 €   | 281.50 €        | 1,445.80 €  |
| 50,000.00 €                             | 1,241.41 €   | 300.50 €        | 1,541.91 €  |
| 65,000.00 €                             | 1,330.90 €   | 366.50 €        | 1,697.40 €  |
| 80,000.00 €                             | 1,420.38 €   | 432.50 €        | 1,852.88 €  |
| 95,000.00 €                             | 1,509.87 €   | 498.50 €        | 2,008.37 €  |
| 110,000.00 €                            | 1,599.36 €   | 564.50 €        | 2,163.86 €  |
| 125,000.00 €                            | 1,688.85 €   | 630.50 €        | 2,319.35 €  |
| 140,000.00 €                            | 1,778.34 €   | 696.50 €        | 2,474.84 €  |
| 155,000.00 €                            | 1,867.82 €   | 762.50 €        | 2,630.32 €  |
| 170,000.00 €                            | 1,957.31 €   | 828.50 €        | 2,785.81 €  |
| 185,000.00 €                            | 2,046.80 €   | 894.50 €        | 2,941.30 €  |
| 200,000.00 €                            | 2,136.29 €   | 960.50 €        | 3,096.79 €  |
| 230,000.00 €                            | 2,261.95 €   | 1,059.50 €      | 3,321.45 €  |
| 260,000.00 €                            | 2,387.62 €   | 1,158.50 €      | 3,546.12 €  |
| 290,000.00 €                            | 2,513.28 €   | 1,257.50 €      | 3,770.78 €  |
| 320,000.00 €                            | 2,638.94 €   | 1,356.50 €      | 3,995.44 €  |
| 350,000.00 €                            | 2,764.61 €   | 1,455.50 €      | 4,220.11 €  |
| 380,000.00 €                            | 2,890.27 €   | 1,554.50 €      | 4,444.77 €  |
| 410,000.00 €                            | 3,015.94 €   | 1,653.50 €      | 4,669.44 €  |
| 440,000.00 €                            | 3,141.60 €   | 1,752.50 €      | 4,894.10 €  |
| 470,000.00 €                            | 3,267.26 €   | 1,851.50 €      | 5,118.76 €  |
| 500,000.00 €                            | 3,392.93 €   | 1,950.50 €      | 5,343.43 €  |
| 550,000.00 €                            | 3,550.01 €   | 2,049.50 €      | 5,599.51 €  |
| 600,000.00 €                            | 3,707.09 €   | 2,148.50 €      | 5,855.59 €  |
| 650,000.00 €                            | 3,864.17 €   | 2,247.50 €      | 6,111.67 €  |
| 700,000.00 €                            | 4,021.25 €   | 2,346.50 €      | 6,367.75 €  |
| 750,000.00 €                            | 4,178.33 €   | 2,445.50 €      | 6,623.83 €  |
| 800,000.00 €                            | 4,335.41 €   | 2,544.50 €      | 6,879.91 €  |
| 850,000.00 €                            | 4,492.49 €   | 2,643.50 €      | 7,135.99 €  |
| 900,000.00 €                            | 4,649.57 €   | 2,742.50 €      | 7,392.07 €  |
| 950,000.00 €                            | 4,806.65 €   | 2,841.50 €      | 7,648.15 €  |
| 1,000,000.00 €                          | 4,963.73 €   | 2,940.50 €      | 7,904.23 €  |
| 1,500,000.00 €                          | 6,534.53 €   | 3,930.50 €      | 10,465.03 € |
| 2,000,000.00 €                          | 8,105.33 €   | 4,920.50 €      | 13,025.83 € |
| 5,000,000.00 €                          | 17,530.13 €  | 10,860.50 €     | 28,390.63 € |

<sup>1</sup> Purchase value (incl. acquisition costs/commission) less dividend payment, if any, less selling price, if any.

<sup>2</sup> 0.8-Proceedings fee for the filing of the claim for damages in the capital investor model proceedings