

Mandate and Fee Agreement

Between _____ and _____
 Agency | Mr. | Ms. _____

 Tel.: _____
 Mobile: _____
 Fax: _____
 eMail: _____
 hereafter only "Client"

Lentz GmbH & Co. Detektive KG
 represented by Lentz & Co. GmbH
 Am Hauptbahnhof 10
 D-60329 Frankfurt am Main
 T. 0800 – 88 333 11 (freecall)
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**Exclusive post address
 (Central administration):**
 Ruhrstraße 15, D-63452 Hanau
 hereafter only "Agency"

Agency's contact person for the Client

the following Mandate and Fee Agreement is established, subject to Section 305 ff. Bürgerliches Gesetzbuch (German Civil Code, BGB) and Section 6 (1) f of the GDPR + Recital 47 of the GDPR.

The Client contracts the Agency to provide the services described below:

and justifies their "legitimate interest" in the fulfilment of the mandate in full knowledge of Section 6 (1) f GDPR + Recital 47 of the GDPR as follows:

With regard to the above mandate, the Parties agree that this 4-page Mandate and Fee Agreement is the only and complete agreement between the Parties. Verbal ancillary agreements must always be mutually confirmed in writing to be valid.

The Parties establish the following fee agreement permanently subject to points 1-26 of this Mandate and Fee Agreement:

Hourly rate: EUR _____ per deployed detective consultant and hour worked according to point 12.

In addition, the Agency charges a variable base fee, which depends on the contract volume and thus on the scope of work and effort of the mandate. The variable base rate is 20% of the net amount of the final invoice and covers all costs for mandate preparation, mandate planning, record keeping, any necessary additional investigations, legal review of all detective activity reports by one of the Agency's legal advisors, image and video editing, special technical equipment, costs for exchanging vehicles and other equipment used for the continuous surveillance in order to prevent being noticed or recognised, which constitutes a significant logistics effort for the Agency and incurs additional costs for the Agency for the detective consultants and office staff. If this mandate is prematurely terminated at the Client's request by one working day or more after the start of deployment, the hourly rate is increased retroactively from the start of deployment by 25 EUR/hour plus 19% VAT on all working hours already performed, in order to compensate at least partially for the Agency's downtime.

In the interest of convenient, discreet and secure fee payment, the Client irrevocably agrees to the debiting of their credit card (ONLY Mastercard® | Visacard® | American Express® possible!) for all costs related to this Mandate and Fee Agreement:

Card No. _____ valid until: _____ Card verification code* _____
 (three or four digits)

Card holder: _____

Complete address of card holder (if different from Client)



Signature of card holder

The card verification code is a security code which is needed to verify your identity and prevent abuse. On Mastercard® and Visacard® you will find this code on the back of the card in the signature field (the last three digits). On American Express it is on the front of the card, on the right above the raised card number (four-digit number).



Client's legal signature

Mandate and Fee Agreement

1. All services of this Mandate and Fee Agreement are always invoiced from and to the Agency's office in _____ that is closest to the deployment location.
2. To fulfil the mandate, the Agency will use the vehicles, motorcycles and concealed observation vans of their own fleet. These are specially equipped, very high-performance deployment vehicles and motorcycles with private mobile radio, hidden IP cameras, hidden video and night vision technology, etc. Based on actual use of these special vehicles and motorcycles and their technical equipment, the Agency will invoice a mileage rate of EUR 1.20 per kilometre driven from the office closest to the deployment location. The Client always pays the applicable VAT in addition.
3. Further, a net fee of EUR 23.00 is invoiced for the provision of these special vehicles, motorcycles and concealed observation vans per hour of deployment and vehicle from the office closest to the deployment locations. The Client always pays the applicable VAT in addition.
4. During the hours from 18:00 to 07:00, a night-time premium of 50% of the hourly rate is invoiced per detective hour for each deployed detective consultant. All day on Saturdays and Sundays as well, a weekend premium of 50% of the hourly rate is added for each deployed detective consultant. All day on legal holidays, a holiday premium of 100% of the hourly rate is added for each deployed detective consultant. The premiums are invoiced analogously to the working hours from the office closest to the deployment location.
5. The Client is aware that during ongoing surveillance with a car or motorcycle, the detective consultants must adhere to the legal road traffic regulations and that they are instructed to abort such an observation if continuing the observation would necessitate a gross violation of road traffic regulations. These include in particular: running a red light, significantly exceeding the speed limit, non-compliance with no-passing regulations, etc.
6. The Agency always carries out their service mandates regardless of the result. That means, payment of the fee is never contingent on a particular result or success. The Client is aware that the results of the investigations or observations are not always positive for the Client and the present mandate. All information, results of investigations and surveillance (observations) are based on the objective personal perceptions of the deployed detective consultants, but often also on verbal statements by persons questioned, which cannot be documented in writing.
7. The Agency guarantees that investigative mandates are not outsourced to external detective consultants (subcontractors/freelancers), but that only detective consultants permanently employed by the Agency are deployed, whose employment contract contains a legally valid confidentiality and secrecy obligation, which is updated annually by an attorney. The Agency never reveals the identity of the Client to the detective consultants. The Client is never entitled to information about the private addresses and contact data of the deployed detective consultants.
8. The Agency is obliged to provide the Client with a written, detailed activity report in a digital format (PDF file) only after payment has been remitted in full. All deployed detective consultants are listed in this report by full name. The written activity report signed by the deployed detectives is explicitly sufficient as proof of working time, in advance only the final invoice is sufficient. Further proof – of any kind – is not required, also not afterwards. If appropriate, the report is supplemented with visual materials (photos/videos) as JPG or AVI files, as far as it was possible and legally permissible to obtain them. In this respect, the contract specifies only that the Agency owes the digital written activity report as a PDF file, but never any

visual materials. Visual material can be subject to Section 22 KunstUr-hG (German Artistic Copyright Law) + Section 6 f GDPR + Recital 47 GDPR, among other things. Use of visual materials is therefore always at the Client's own responsibility and risk. Thus, it is explicitly recommended to consult

9. Complaints about the activity report must be submitted through the Lentz Membersclub® in writing within no more than five working days after receipt of the report by the client. The Agency then has the right to correct the content. After five working days, all reports are deemed finally and irrevocably acknowledged and accepted, regardless of when the Client actually takes note of the content of the report. The complaint does not constitute any right of retention on the Client's part. Interim reports can be issued by working days after the end of the daily work assignment, but only in verbal form or over the telephone. These interim reports are subject to correction and can change over the further course of the mandate based on new insights; the Client explicitly acknowledges this fact.
10. The Client has the right to have the investigation or surveillance documentation used by an attorney of their choice in civil or criminal proceedings. Any other use and distribution are explicitly forbidden.
11. Upon issuing the mandate and during its execution, the Agency is entitled to demand and invoice cost advances at their discretion; these advances must be reasonably proportionate to the expected total fee. Execution of the mandate may be premised on an appropriate advance payment; after the advance has been spent, the Agency can immediately suspend further execution of the mandate until receipt of another advance payment.
12. The Client has been informed and explicitly acknowledges that during the execution of their mandate, a detective consultant team is used at all times, constantly and simultaneously, which is assembled according to the local conditions and the purpose of the mandate, and which constantly and simultaneously consists of _____ detectives plus appropriate coverage for breaks. Each detective consultant is deployed, if the Agency deems it necessary, in a separate deployment vehicle, (car, concealed observation van, motorcycle), in order to facilitate short-term, regular replacement of the detective consultants within the target's field of view, to cover all access and exit routes consistently and permanently to minimise the risk of being noticed or recognised, and to be able to react adequately and professionally at any time if the target changes their mode of transportation (on foot, car, motorcycle, public transport, etc.) and thus keep the risk of losing the target to a minimum. However, this can never be ruled out. The Client was explicitly informed about this fact in detail and exhaustively as part of their free consultation and acknowledges it. The detective hours of all detectives are invoiced from/to the office closest to the deployment location.
13. Information is provided explicitly under exclusion of any liability. In particular, the Agency is not liable for decisions the Client takes based on the information provided to them and their possible consequences. The Client also declares to release the Agency and their employees and representatives from liability and indemnify them with regard to third party claims which result directly or indirectly from the use of the results or other activities related to this contract.

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Client's legal signature

Mandate and Fee Agreement

14. This mandate can be terminated at any time by both sides without stating reasons to the end of a deployment day. Immediate termination during an ongoing deployment day is not possible for either side. Costs incurred by the termination date are due for payment according to point 19 of this Mandate and Fee Agreement. This mandate cannot be terminated after issuing of the mandate and before the start of deployment, since the Agency begins the processes of record keeping, data consolidation, preliminary investigations, site surveys, resource planning and if applicable provision of equipment for the deployment immediately after being issued the mandate, and the costs incurred by the Agency in this way require at least one full deployment day as an amortization period.
15. Changes, supplements or other agreements related to this Mandate and Fee Agreement are only valid if they were established in writing and mutually confirmed in writing. The same applies to waiving this clause. The email format is considered written form; however, an email always requires mutual confirmation, and the Agency only acknowledges the content of emails during their office hours Monday – Friday 8:00 to 20:00!
16. For reasons of discretion, the Agency provides information related to this mandate only if the requester provides a personal client password and the mandate number. Both must be provided correctly upon the Agency's first request. The password and mandate number also serve as online access credentials to the Lentz Membersclub® for viewing and accessing reports, images, etc. online. The Client explicitly agrees that EVERY caller who can name the password and mandate number correctly at the first request can receive information related to the mandate. The mandate number is provided with the mandate confirmation. For this Mandate and Fee Agreement, the following client password is agreed:
-
17. The Client waives the disclosure of the identities of confidants/informants used by the Agency; they also waive the disclosure of detailed information about the deployment vehicles used (e.g. make, colour, license plate number or similar details) and the equipment used by the detectives.
18. Mandates abroad are subject to the laws of the Federal Republic of Germany. Court of jurisdiction and place of fulfilment are the location of the Agency's main office, D-60329 Frankfurt am Main.
19. All invoices issued by the Agency digitally are generally due for payment immediately upon being issued in the Lentz Membersclub®, the net amount is due, i.e. without any deductions, on the day of issuance. Any other payment terms must be agreed between the Parties in writing in advance.
20. The Agency and the Client agree to absolute secrecy and confidentiality about their entire cooperation and this mandate. Without written consent of both Parties, no information whatsoever about the cooperation in general and mandate details in particular must be revealed to third parties. Excepted from this are the Parties' own attorneys/legal counsels. This secrecy and confidentiality agreement is not limited in time and remains applicable to both parties beyond the end of the mandate. Exceptions must be mutually confirmed in writing in advance.
21. The Agency explicitly is not obliged to use the cheapest options for fulfilling the mandate, but rather the options they deem most promising; the Agency does not guarantee the success of the chosen option.
22. Only if a flat fee was agreed for this mandate for mutual financial planning reliability, and this was agreed in writing on page 1 of this Mandate and Fee Agreement, this flat fee is calculated using special rates and economically conceived with the full capacity of employees in mind. Thus, it is explicitly considered earned and due in full when the Agency commences work on the mandate; this also applies if the Agency aborts the activities prematurely when the purpose of the mandate is fulfilled, or if the Client terminates the deployment/mandate early at their own volition. The Client explicitly acknowledges this fact!
23. If any regulations of this 4-page Mandate and Fee Agreement or any regulations to be included in the future, are legally invalid in whole or in part, or become invalid, the validity of the remaining regulations remains unaffected. The same applies if it becomes apparent that this Mandate and Fee Agreement contains a gap in its regulations. In place of the invalid regulation or to close the gap, an appropriate regulation will be applied which, as far as legally permissible, comes closest to what the Parties would have intended considering the sense and purpose of this Mandate and Fee Agreement if they had been aware of the issue while establishing the agreement.
24. Any images and reports stored by the Agency on their systems are irretrievably deleted after 30 days for data protection reasons. The Client explicitly acknowledges this fact.
25. Any costs or expenses are added to the invoice as ancillary services subject to sales tax. Section 670 BGB applies.
26. The Client consents to the Agency's processing, using and electronically storing of their encrypted personal data for the purpose of fulfilling the mandate for up to 30 days after completing the mandate, if this is not permissible without consent. This is necessary to be able to respond to any follow-up questions by the Client concerning their mandate.

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Client's legal signature

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Your rights:

Provided that the respective legal requirements apply, you also have the right to information (Section 15 GDPR), correction (Section 16 GDPR), deletion (Section 17 GDPR), restriction of processing (Section 18 GDPR) and data portability (Section 20 GDPR). In addition, you have the right to object to the processing of your data under Section 21 (1) GDPR, if that processing is based on Section 6 (1) f GDPR.

According to Section 77 GDPR, you also have the right to file a complaint with the responsible supervisory authority, if you feel that your personal data are being processed unlawfully.



Please address your complaint to our data protection officer

Lentz GmbH & Co. Detektive KG
Mr. Daniel Martin Ortega (Data protection officer – TÜV)
Am Hauptbahnhof 10 60329 Frankfurt am Main
Exclusive post address:
Ruhrstraße 15, 63408 Hanau

Phone: 0800 – 88 333 11 (freecall Mon.-Fri., 08:00-20:00)
Fax: 0800 – 88 333 12 (freefax Mon.-Fri., 08:00-20:00)
Email: datenschutz@lentz.de

The responsible supervisory authority is
Der Hessische Datenschutzbeauftragte
Gustav-Stresemann-Ring 1
65189 Wiesbaden
Phone: 0611 – 14 08 0
Fax: 0611 – 14 08-900

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Confidential!
Disclosure not permitted!

After explicit inquiry about this matter by the Agency, the undersigned declares that they are authorised to sign on behalf of the Client and are also authorised to legally issue all statements of intent and decisions related to this mandate.

The Client further declares that they have read and understood the Agency's 4-page Terms and Conditions on the previous pages (points 1-26) in their entirety, that they have had sufficient time to consider the Agreement before signing, that all points that needed to be explained were clarified exhaustively, and that they agree to all points and acknowledge them irrevocably. Possibly contradictory or divergent terms and conditions of the Client do not oblige the Agency.

D – 60329 Frankfurt am Main, on _____

Name of signer in block capitals:



Lentz GmbH & Co. Detektive KG
Am Hauptbahnhof 10
D-60329 Frankfurt am Main
Postanschrift:
Postfach 1821, D-63408 Hanau
www.lentz.de
beratung@lentz.de

[Handwritten signature]



Stamp | Signature of the Agency
Marcus R. Lentz (Managing Director)
Frances R. Lentz (Managing Director)

Client's legal signature (stamp)