

dp RECHTSANWÄLTE -an der KÖ-

dp Rechtsanwälte -an der KÖ-, Steinstraße 2, 40212 Düsseldorf

Xiaoming Du
Rechtsanwalt

Tian Pu
Rechtsanwältin

Agreement on Lawyer's fees

律师收费协议

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Commerzbank Düsseldorf
IBAN: DE50 3004 0000 0181 9010 00
BIC: COBADEFFXXX

Steuer-Nr.: 133/5708/2403

Datum: 19.10.2021
Az: Beijing GOLDRARE Automobile
Parts Co., Ltd.

Client's Name:

Beijing GOLDRARE Automobile Parts Co., Ltd., 北京光华荣昌汽车
部件有限公司

Address: Zhongxing St.10, Apt B213, Science and Technology Park,
Changping District, Beijing, PR China, 北京市昌平区科技园区中兴
路 10 号 B213 室 (以下简称甲方)
(Hereinafter referred to as Party A)

Authorise

Lawyer: dp Rechtsanwälte -an der KÖ-, Steinstraße 2, 40212 Düsseldorf, 德国德普律师事务所 (以
下简称乙方)
(Hereinafter referred to as Party B)

Application for a residence permit for employment purposes for Mr. Yongjiang Feng (Blaue Karte)
为冯永江先生提交工作居留申请(蓝卡)

The following is agreed for the remuneration of the lawyer's services
经双方协商, 就以下服务内容达成合作意向:

1. 初期咨询, 设计方案; Initial consultation, design of the programme;
2. 审核申请人资质; Vetting applicant qualifications;
3. 审核并协助申请人准备签证材料; review and assist applicants in the preparation of visa documents;
4. 制作申请人德语简历 (需申请人提供真实有效的中文简历); Preparation of the applicant's CV in German (a valid and authentic Chinese CV is required);
5. 拟定或审核德国劳工合同; Preparation or review of German labour contracts;
6. 出具申请人的职位描述文书; Preparation of the applicant's job description;

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项目报价：服务项目的打包费用为 6.000 欧元；

Project offer: the packaged cost of the services is € 6.000 Euro.

(注：此处费用均为不含税价格，若委托人位于德国还需加上 19% 的增值税。除第三方收费外，此费用包括因办理签证所产生的咨询费、交通费、文印费。)

(Note: All prices are exclusive of tax and are subject to 19% VAT if the principal is located in Germany. In addition to third-party fees, this fee includes consultation fees, transportation fees, and printing fees incurred in connection with visa processing.)

1. 甲方需按照协议书，一共支付乙方 **6.000 欧元**。

Party A shall pay Party B a total of **EUR 6.000** in accordance with the Agreement

2. 甲方需在项目开始之前支付乙方 6.000 欧元（不含税）。乙方在收到此费用后立即为甲方所委托的项目进行操作。

Party A shall pay Party B € 6.000 (excluding tax) prior to the commencement of the project. Upon receipt of this fee, Party B will immediately carry out the operation for the project entrusted by Party A.

3. 如因甲方公司或申请人的自身原因导致项目停止或失败，乙方不予退还委托款。

If the project is stopped or fails due to Party A's company's or Applicant own reasons, Party B will not refund the Mandatory Fee.

4. 乙方如在办理期间无故联系不到甲方 30 个工作日内，导致严重影响项目进度，则甲方被视为自动放弃并终止办理所委托项目。在这种情况下，乙方不退还委托款，并且此委托款无法作为下一次委托乙方的费用使用。

If Party B is unable to contact Party A for more than 30 working days during the processing period for no apparent reason, resulting in serious disruption to the project schedule, Party A will be deemed to have automatically abandoned and terminated the project entrusted to it. In such a case, Party B will not refund the Mandatory Fee and the Mandatory Fee cannot be used as a fee for the next case.

5. 自乙方收到甲方合约款项之日起，根据申请人自身的条件，为其申请工作签证。此项目运作时间约为 3-4 月不等。乙方在所委托项目的办理期间，如遇特殊情况（如德国重大假期、政府工作人员休假等），乙方有权延长项目运作时间。

From the date Party B receives the contractual payment from Party A, it applies for a work visa for the Applicant, depending on Applicant's own conditions. The duration of this project varies from 3 to 4 months and Party B is entitled to extend the duration of the project in case of special circumstances (e.g. major holidays in Germany, government staff holidays, etc.) during the processing of the entrusted project.

6. 我方报价不含第三方费用。

No third party fees included.

7. 本协议双方签字后，并且甲方于签字之日起一个月内按照协议支付乙方规定费用，则协议有效。

This agreement will take effect when it is signed by both parties and Party A pays Party B the prescribed fees in accordance with the agreement within one month of the date of signature.

8. 协议书未尽事宜需甲乙双方共同协商。

Matters not covered in the agreement are subject to mutual agreement between the two parties.

dp RECHTSANWÄLTE -an der KÖ-

9. 如果项目因为乙方原因未能成功的, 则乙方保留 1000 欧元的材料费, 退还多余的收费。

If the project fails due to Party B, Party B will retain the €1.000 material fee and refund the excess charges.

10. 适用法律及争议解决 Governing Law; Disputes

本协议适用并由中华人民共和国法律解释。因本协议产生的或与本协议有关的任何争议, 若不能够通过友好协商途径解决, 则应当通过中国国际经济贸易仲裁委员会仲裁规则并由一名仲裁员在北京仲裁解决。

This Agreement shall be governed by and interpreted in accordance with the laws of the People's Republic of China. Any dispute arising out of or relating to this Agreement shall be settled before a sole arbitrator in accordance with the Arbitration Rules of the China International Economic and Trade Arbitration Commission (CIETAC) in Beijing.

11. 语言 Language

本协议用英文签署。为避免疑问, 中文翻译仅为理解方便之用。若中英文版本之间有任何差异, 不一致或歧义, 以英文版本为准。

The Agreement is entered into in the English language. For avoidance of doubt, the Chinese translation is provided for ease of reference only. In the event of any difference, inconsistency or ambiguity between the English and Chinese versions, the English language version shall prevail.

甲方签字 Signature of Party A:

日期 Date:

地点 Place:

乙方签字 Signature of Party B:

日期 Date:

地点 Place:



Bank account/银行信息:

律所账户名称 Name of law firm account:

DP Rechtsanwaelte

律所地址 Address of law firm:

Steinstrasse 2, 40212 Duesseldorf

银行名称 Name of Bank:

Commerzbank Duesseldorf

银行地址 Bank Address:

Koenigsallee 37, 40212 Düsseldorf

银行账号 IBAN:

DE50 3004 0000 0181 9010 00

银行识别码 BIC:

COBADEFFXXX