

Outlook 2022 -
Economy, strategy, law - where is the journey headed
and what to do now?

Presentation & Outline

Speakers



Nicolai Andersen
Deloitte Consulting
Managing Partner

P: +49 40 32080 4837
M: +49 151 1510 6862
E-mail: nicandersen@deloitte.de



Dr. Alexander Börsch
Chief Economist & Director Research
Director

P: +49 89 29036 8689
M: +49 151 5800 5081
E-mail: aboersch@deloitte.de

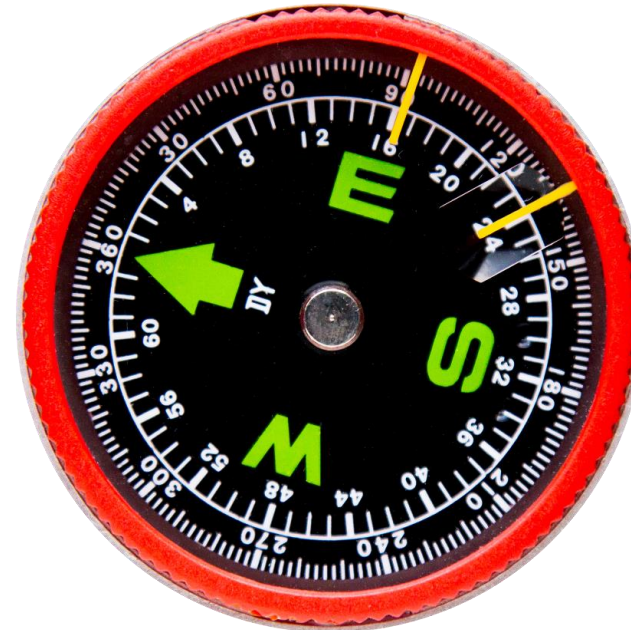


Felix Felleisen
Legal | Corporate/M&A
Lawyer
Partner

P: +49 211 8772 2553
M: +49 172 866 9732
E-mail: ffelleisen@deloitte.de

Outline

- I. Introduction
- II. Economic outlook for Germany and Europe
- III. Competitiveness and innovative strength
- IV. Legal response options
- V. Legal changes and need for action for companies
- VI. Q&A





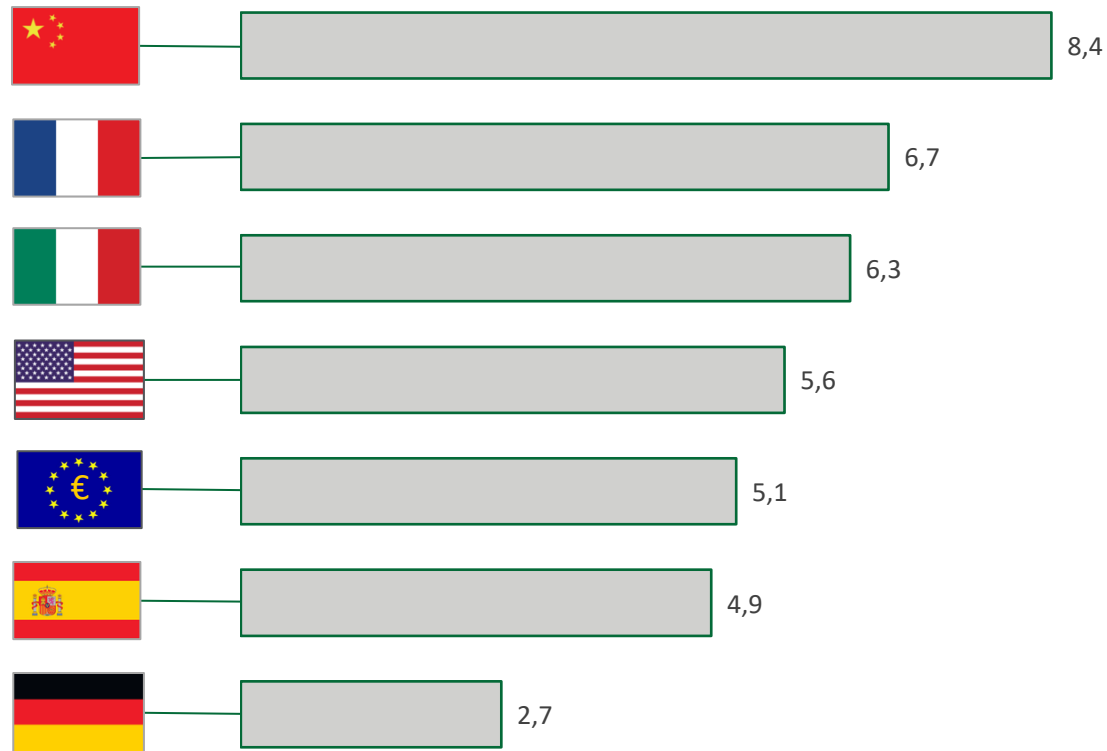
Economic outlook 2022

Dr. Alexander Börsch, Chief Economist and Head of Research, Deloitte Germany

Review 2021

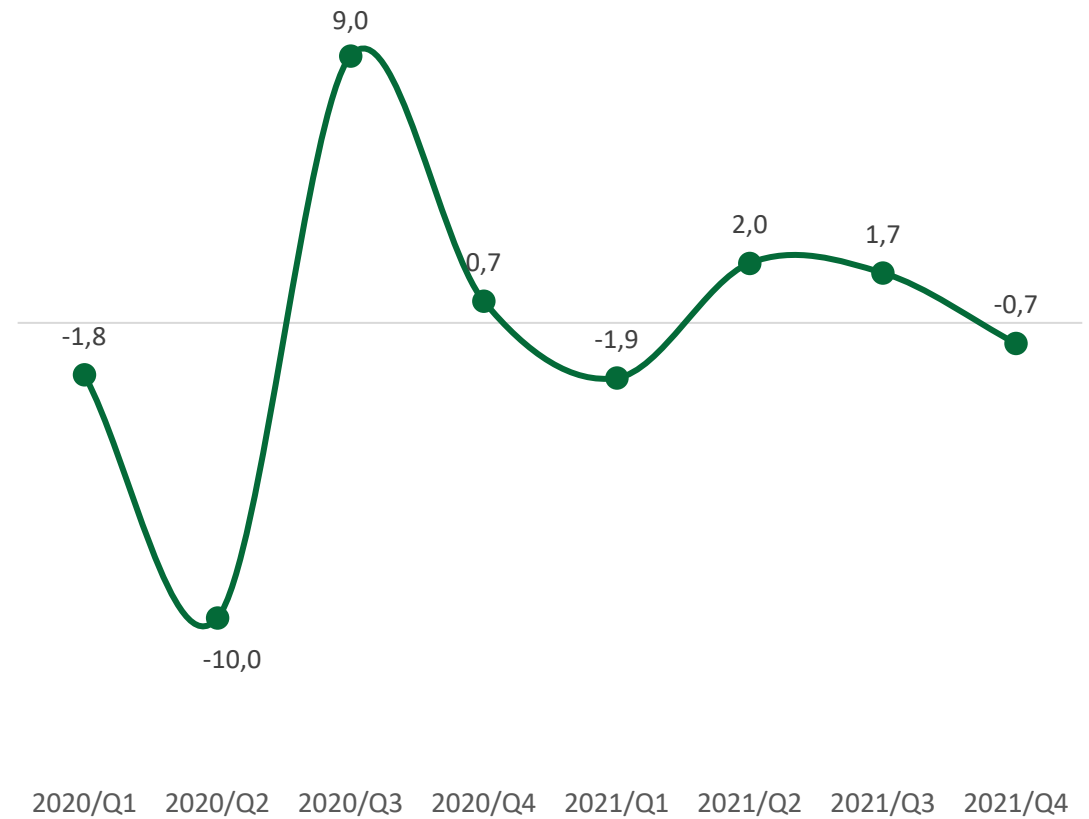
German economic growth was significantly lower than expected, mainly due to supply bottlenecks - the business cycle is far from normal

GDP growth 2021 (%)



Source: Oxford Economics

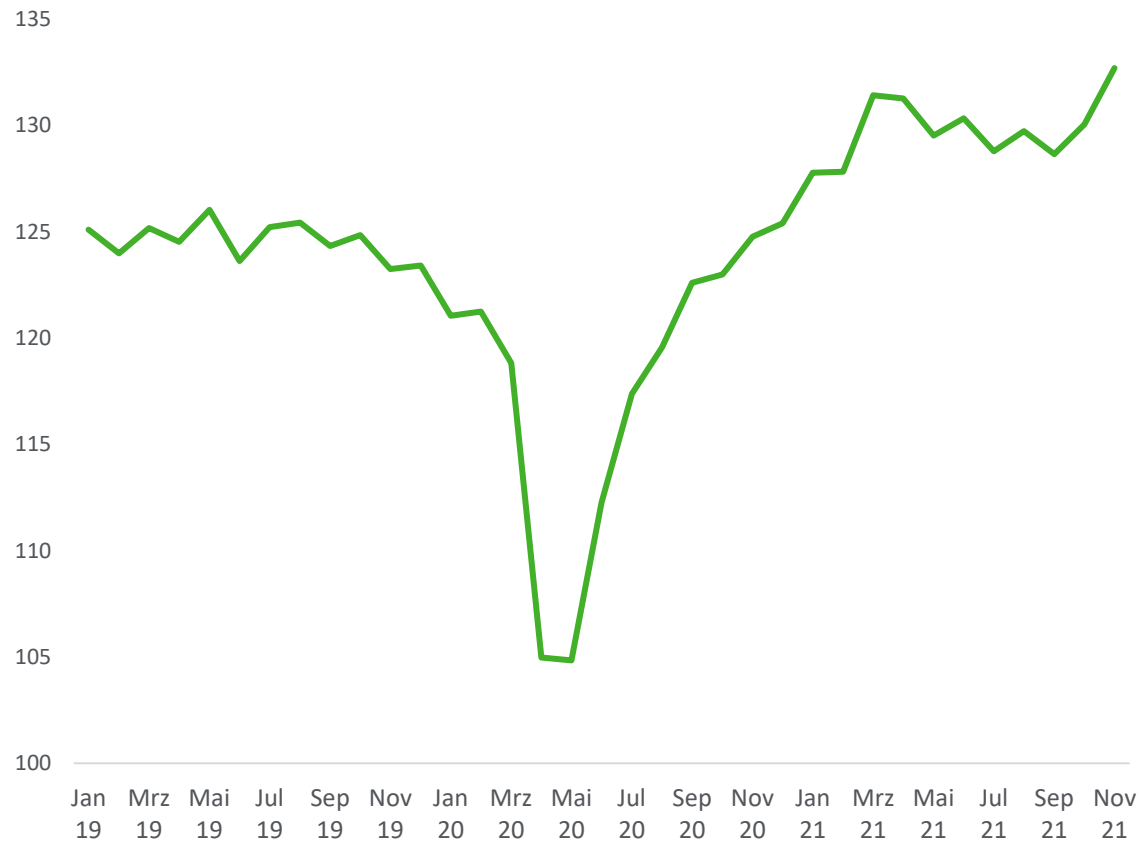
Quarterly GDP growth Germany 2021 (in %)



Outlook | Exports

Corona waves and supply bottlenecks held back global trade in 2021 - easing likely in second half of year

Global trade in goods (Index 2010 = 100)



Situation

- First signs of a decrease in supply difficulties, but at a high level
- Supply chains seem to be focusing more on Europe

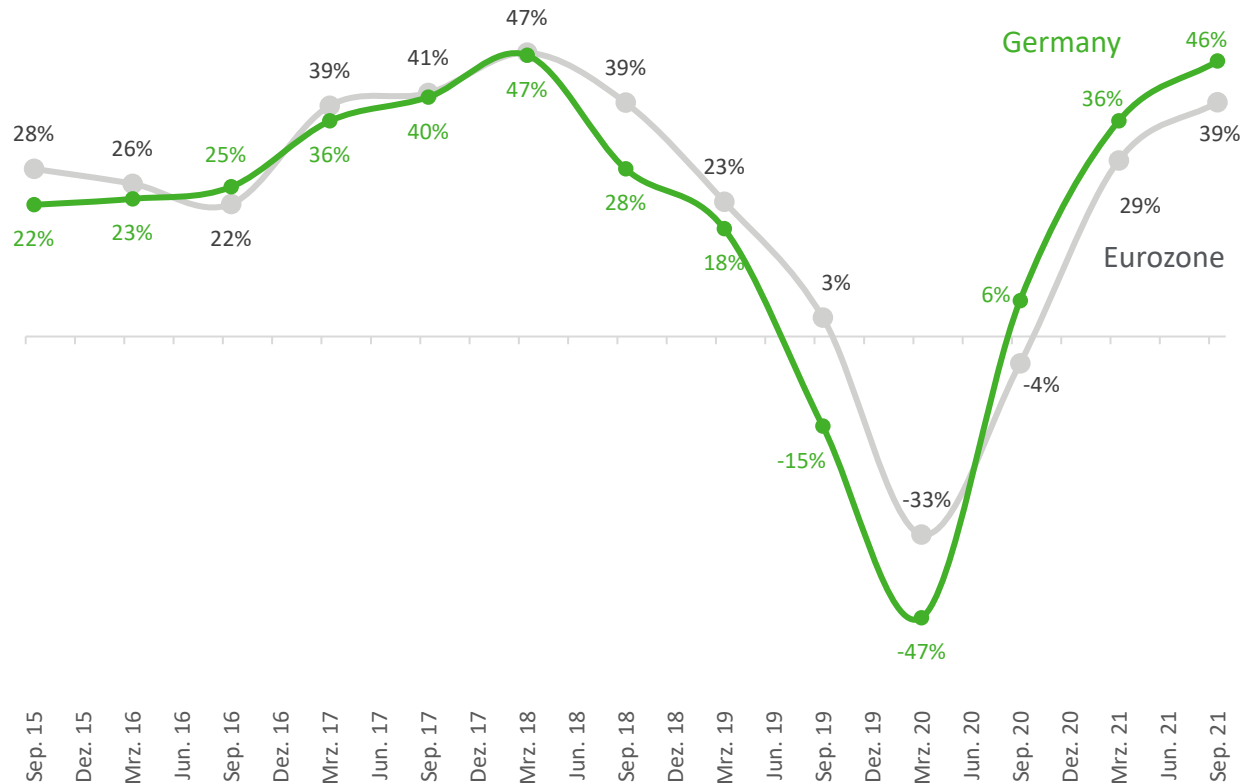
Outlook

- World trade expected to pick up strongly in the second half of the year
- Processing of very high order backlog in the industry
- German exports to China likely to suffer, momentum mainly in exports to USA and Europe

Outlook | Investments

Investments have recovered very quickly and will continue to rise in 2022 - focus on digital investments

How will your company's investments develop over the next 12 months? (Balance value)



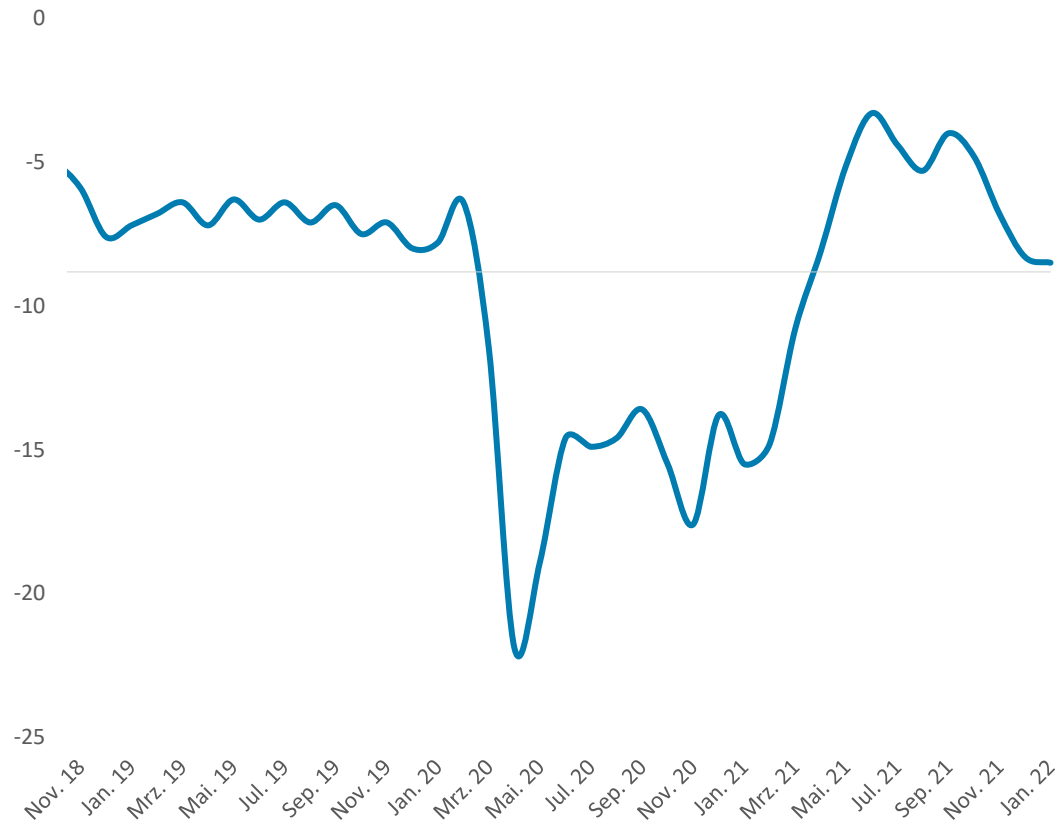
● Focus on digital investments

- **Germany:** 8 out of 10 CFOs have increased their digital investments in response to the pandemic
- **U.S.:** Digital investments are 18 percent higher than before the crisis, all other investments are below pre-crisis levels

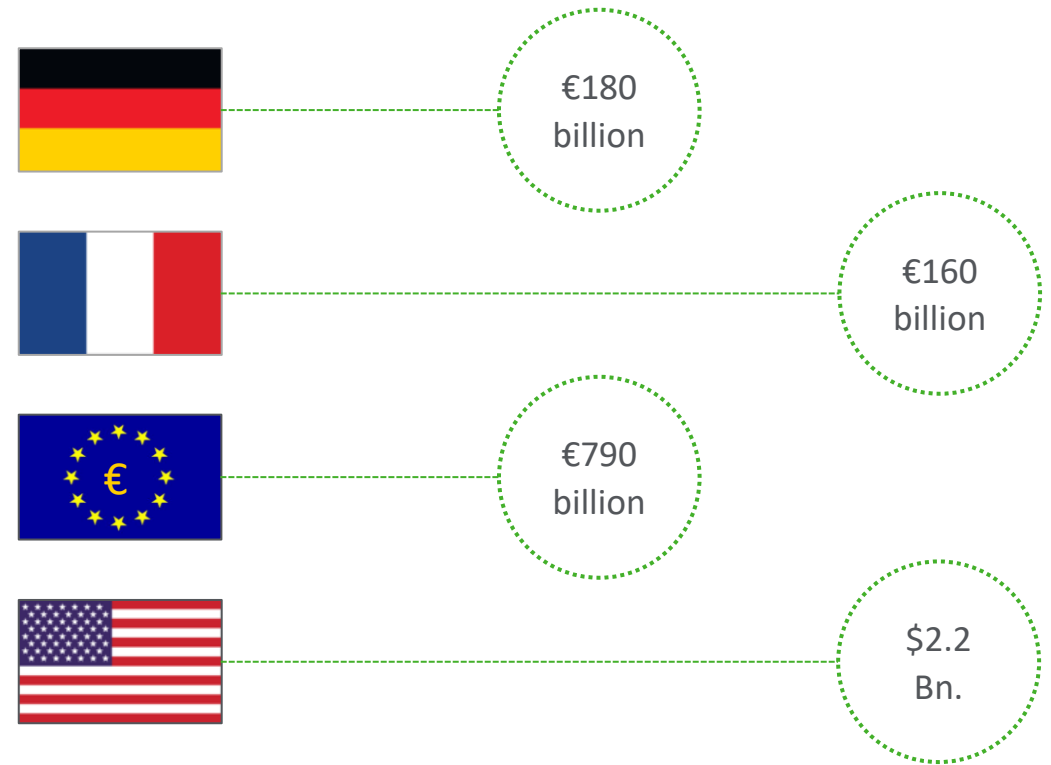
Outlook | Private consumption

Consumers will continue to drive the upswing, mainly due to high savings and pent-up demand - shift toward services likely

Consumer confidence Eurozone



Excess savings in 2021 compared to 2019

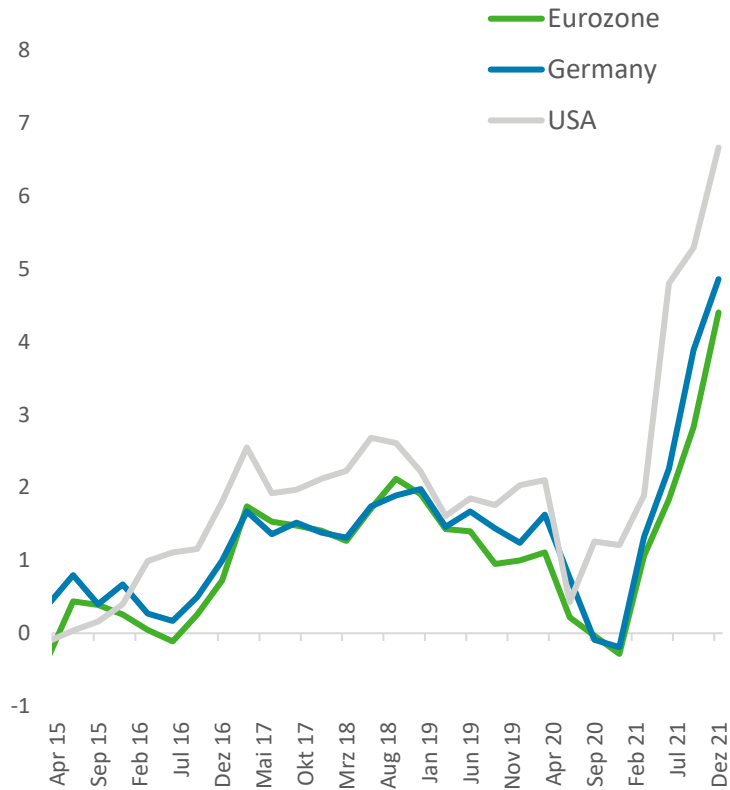


Source: Oxford Economics, Deloitte Research, European Commission
Deloitte Legal 2022

Risks | Inflation

Inflation will remain elevated in 2022 - structural inflationary pressure growing

Inflation trend



Drivers in 2021

1. Statistical effects
2. Unexpectedly high demand for goods
3. Supply chains under pressure
4. Rising energy prices
5. Shortage of labor

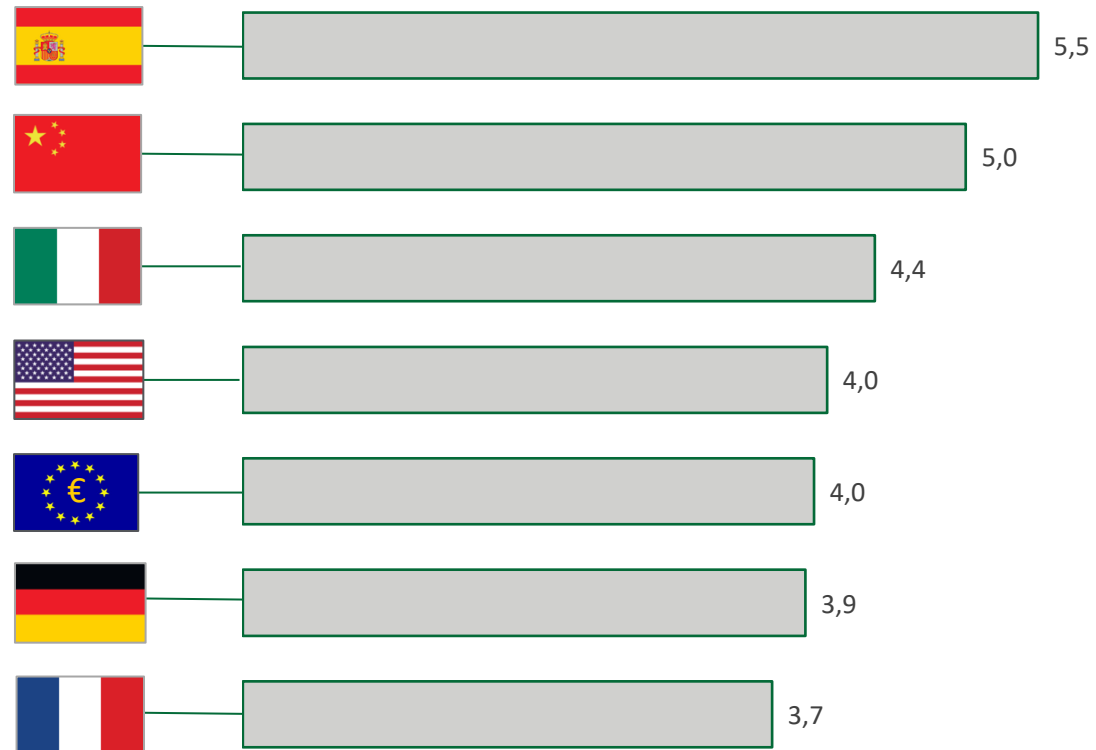
Drivers in 2022?

- Statistical effects
- Unexpectedly high demand for goods
- Supply chains under pressure
- Rising energy prices
- Shortage of labor

Outlook: Robust growth is the baseline scenario for 2022

Prerequisites: falling inflation, end of Corona wave in spring and easing of supply chains

GDP forecast 2022 (in %)

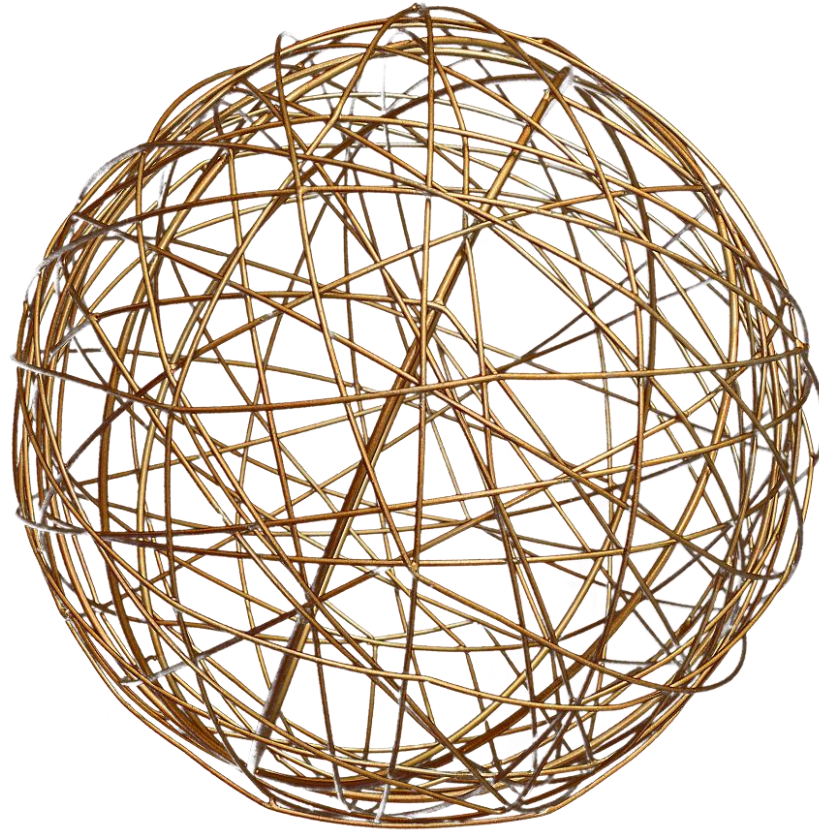


Upside risks:

- Boom in consumer spending
- High investment and productivity effects

Downside risks:

- Geopolitical and trade conflicts
- Labor shortage
- Ongoing supply chain problems
- Acceleration of inflation

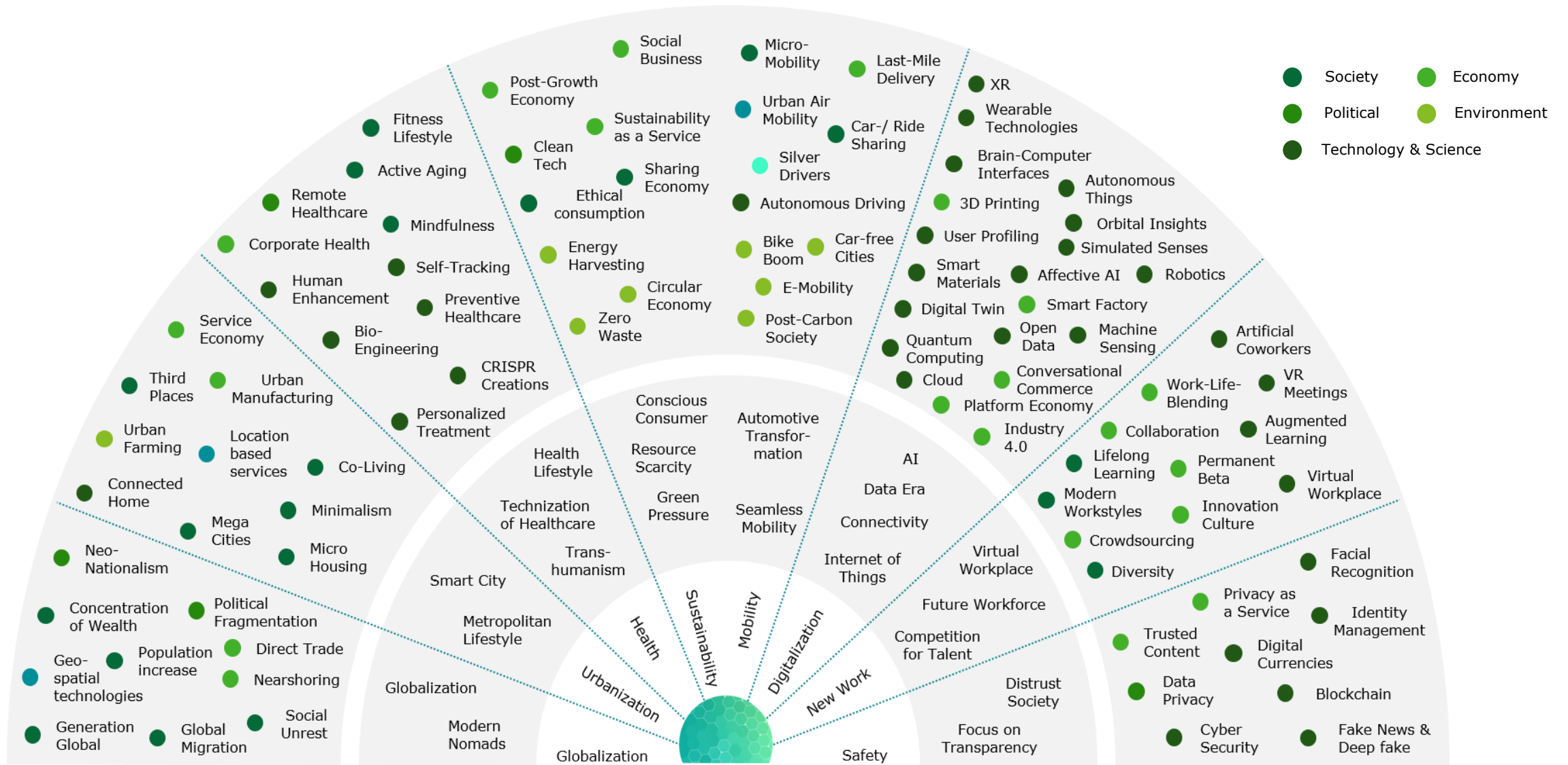


Competitiveness & Innovative Strength

Nicolai Andersen, Managing Partner Consulting Deloitte Germany
Deloitte Legal Webcast, 9.2.2022

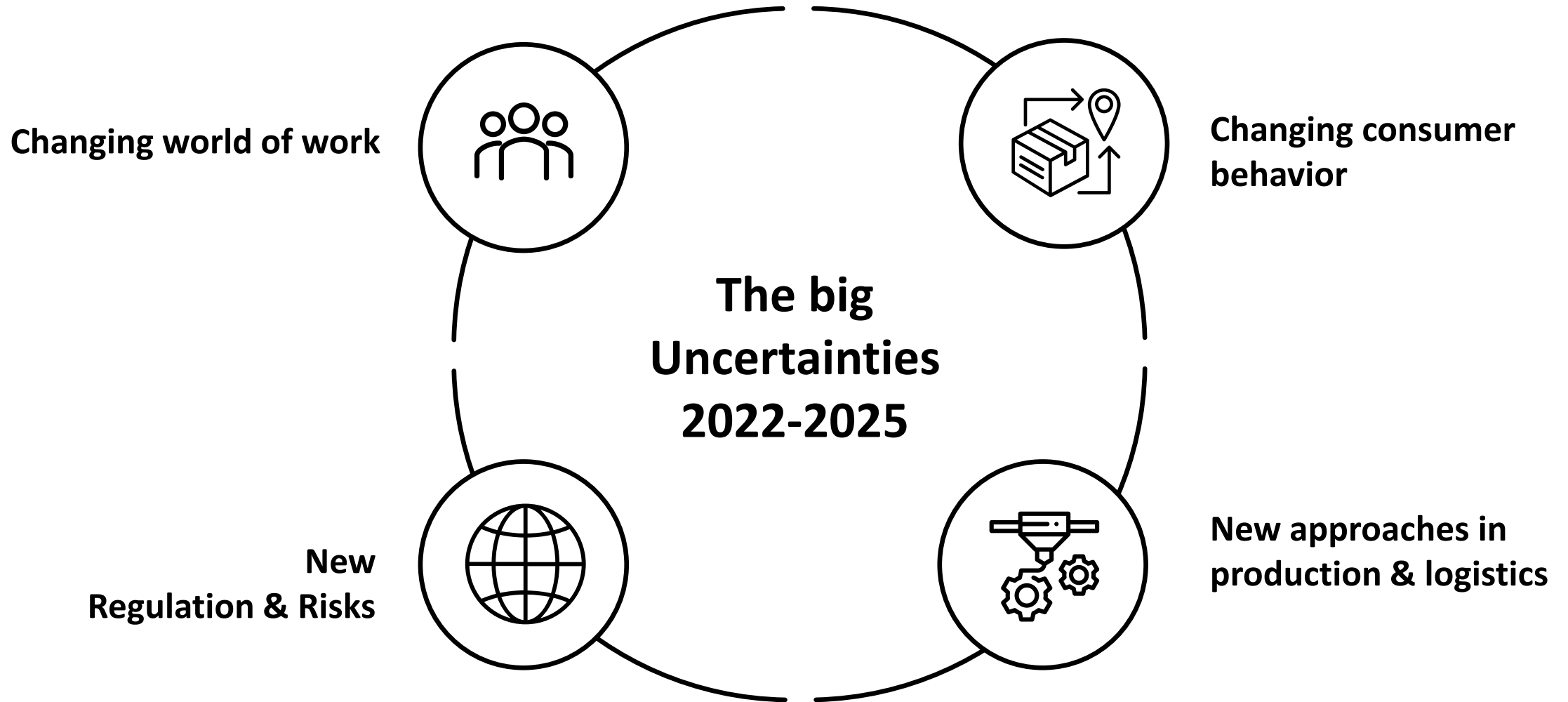
Competitiveness & Innovative Strength

Real insecurity will continue to increase. Perceived insecurity even more so



Competitiveness & Innovative Strength

Real insecurity will continue to increase. Perceived insecurity even more so



Competitiveness & Innovative Strength

4 Theses on key change drivers and impacts

- Thesis 1: The change drivers climate discussion + supply chain risks + individualization wishes lead to an **acceleration of the development of new forms of production**. Affected companies should develop their own willingness to innovate in these areas and evaluate new partnerships
- Thesis 2: Change drivers Geopolitical tensions + increasing digitalization + supply chain risks lead to **building "defense lines" for a "war for computing power"**. Affected companies should evaluate shifting business processes towards cloud computing and super-computing innovations & partnerships
- Thesis 3: The change drivers climate debate + individual economic uncertainty + shortage of skilled workers lead to **changes in the offers in the "war for talent"**. The companies concerned should develop individualized work, compensation and career models that are adapted to the needs of young professionals in particular.
- Thesis 4: The change drivers shortage of skilled workers + individual economic insecurity + increasing digitalization + increasing "mental health" problems lead to **changes in working environments**. Affected companies must find a way to combine flexible "remote" working models with human interaction in the best possible way.

The **transformation of working environments** into a "post-pandemic new normal" will be the **biggest challenge** for many companies in Germany in **the near future**

Legal response options

Legal response options

Unexpected price increases, inflation, shortage of goods



ENERGIE

Strom, Gas, Heizöl: Energiepreise gehen durch die Decke

Die Energiepreise in Deutschland sind 2021 so stark gestiegen wie nie und ziehen weiter an. Verbraucher wie Unternehmen leiden unter den hohen Belastungen.



„Deutliche Preissteigerungen bei Baumaterialien im Jahr 2021“

2021 waren deutliche Preissteigerungen und Preisschwankungen bei Baumaterialien zu beobachten. Besonders betroffen waren hiervon Stahl, Bitumen, Holz, Kupfer und Bauchemie. So lagen die Erzeugerpreise für Betonstahl in Stäben im Jahresdurchschnitt um 53,2 % über dem Niveau von 2020. Der Preis für Bitumen legte um 36,1% zu, der für Bauholz sogar um 61,4 %. Der Preis für Kupfer stieg um 26,9 % und der Preis für Epoxidharze zur Brückenbeschichtung um 28,9 %.

Sony hat schlechte Nachrichten: PS5-Produktion soll weiter zurückgefahren werden



11.11.2021, 16:00 | von Redaktion CHIP

Das Original zu diesem Beitrag stammt von GamersGlobal*

HALBLEITERINDUSTRIE

Infineon sieht 2023 Ende der Chipkrise

Der Mangel an Halbleitern sorgt für Probleme in vielen Branchen. Infineons Automotive-Chef blickt nun optimistisch aufs nächste Jahr. Die Produktion soll ausgeweitet werden.

Schlagzeilen

Neuigkeiten über Chipkrise und VW

Die Zeit

Chipkrise: Volkswagen streicht fast alle Nachtschichten am Haupts...



vor 1 Tag

Höllinger Angelball (Fibers) Tagblatt

Wegen Chipkrise: Volkswagen will fast alle Nachtschichten streichen



vor 1 Tag

Handelsblatt

Chipkrise: „Dramatische Unterauslastung“: Volkswagen kappt Nachtschichten am...



vor 1 Tag

WirtschaftsWoche

Chipkrise: „Dramatische Unterauslastung“: Volkswagen kappt Nachtschichten am...



vor 1 Tag

Mehr Nachrichten

Schlagzeilen

Neuigkeiten über Inflation und EZB



Trotz mehr als 5 Prozent Inflation: EZB lässt den Leitzins unverändert

vor 2 Tagen

DER SPIEGEL
Steigende Energiepreise: EZB-Experten erwarten höhere Inflation

vor 2 Tagen

ZEIT ONLINE
EZB-Präsidentin Lagarde: Inflation bleibt auf hohem Niveau

vor 2 Tagen



Tagesschau
Rückt die Zinswende näher?: Die EZB kommt ins Grübeln | tagesschau.de

vor 2 Tagen



Auch in den Nachrichten

DER SPIEGEL
Kosten der Energiewende: Ist die »grüne Inflation« schuld am steigenden...

vor 1 Tag



Kölnische Rundschau
Interview mit Wirtschaftsweiser: „Wir werden mit höherer Inflatio...

vor 3 Stunden



Mehr Nachrichten



Inflation

Inflation, auch Preissteigerungsrate oder Teuerung, bezeichnet den allgemeinen Anstieg des Preisniveaus einer Ökonomie über einen bestimmten Zeitraum. Steigt das allgemeine Preisniveau, kann jede Geldeinheit weniger Güter und Dienstleistungen kaufen. Wikipedia

- Formel
- Immobilienpreis
- Goldpreis
- Höchste

Andere suchten auch nach



Legal response options

Unexpected price increases, inflation, scarcity of goods



Procurement risk

The debtor is **responsible for the delay** in performance if he has relied on the possibility of short-term cover on the market and now - **also for reasons unforeseeable for him** - a **significant shortage or increase in price makes the cover more difficult or delays it.**

Basis of the contract (Geschäftsgrundlage)

"In principle, an invocation of the **principles of disruption or of the cessation of the basis of the contract** can only be considered if adherence to the contract in its original form would lead to **unacceptable results** for the party concerned/contractor which are **incompatible with law and justice and thus cannot be expected in good faith.** These conditions will only be met in **rare individual cases.**"

Consequences

"In the agreement of a **fixed price** lies a tacit acceptance of the risk of performance impairments due to an increase in the cost price in the sense of a **price guarantee**, which regularly excludes a claim of the contractor under Section 313 (1) BGB for adjustment of the contract." "In this respect, an adjustment of the contract in the sense desired by the defendant pursuant to Section 313 (1) BGB cannot be considered because, taking into account the circumstances of the conclusion of the contract and also the calculation of the defendant, the **typical contractual distribution of risk** assigns this risk exclusively to the defendant."

Contractual design

The Contractor must therefore itself take precautions when concluding the contract to ensure that it is not liable in this respect, whether by means of **individual self-delivery clauses** or other agreed **reservations.**

Legal response options

Unexpected price increases, inflation, scarcity of goods



Before contract conclusion

- Time limit of offers (for short-term fluctuations)
- Non-binding offers, offers subject to confirmation (postponement of the binding contract, acceptance only if and when price increases can be taken into the equation)
- Agreement of substance price/material price clauses (Attention: Price Clause Act, General Terms and Conditions? See below)
- Self-delivery reservations, self-delivery clauses
- Force Majeure, Hardship

After conclusion of the contract.

- § 313 BGB, Cessation or Disturbance of the Basis of the Contract (Wegfall der Geschäftsgrundlage)?
- Price adjustment for additional quantities, invocation of changes in performance or additional services
- Risk allocation: force majeure, C-19/Corona (still or again) as an event of Force Majeure?

Legal response options

Unexpected price increases, inflation, scarcity of goods



Self-delivery reservation

- Customary commercial clauses such as reservations of self-delivery, stockholding clauses and similar clauses are also effective without explicit reference to the required substantive limits to the right of rescission if these limits result from commercial usage.
- When formulating the self-delivery reservation clause vis-à-vis an entrepreneur, it is therefore possible to largely waive the requirements for the right of resolution applicable vis-à-vis a consumer. In terms of content, however, essentially the same requirements for cancellation of the contract apply as for a consumer.
- The prerequisite is that the seller has concluded a congruent and effective hedging transaction with a specific supplier, the fulfillment of which would enable him to supply his own buyer.
- Effective clause exempts from the entire delivery risk even in the case of a generic purchase. Repair obligation see overleaf.
- Example

"Our delivery obligations are subject to correct and timely self-delivery, unless we are responsible for the incorrect or delayed self-delivery".

Duty to repartition?

- Contractual equal treatment obligations in the event of production bottlenecks?
 - "Community of interest"/"Community of fate"
 - Claim for full satisfaction of one creditor can in principle be rejected with the argument that one must also serve the others
 - Recourse to Reichsgericht, § 242 BGB: Full performance cannot be demanded if debtor thereby exposes himself to claims for damages by other creditors
 - Special features in case of economic power position - positive obligation to perform not clearly clarified, difficult to enforce, only achievable in the context of further development of the law; community of interest is disputed. Factual justification required?
- Criteria for repartition
 - Normal case: priority, preferences of the seller
 - Expedient in case of repartition: proportionate reduction of all claims; but: consideration of the contractually assumed risks
 - Exclusion through exclusive subscription rights? Controversial.



"For stability, price and consumer policy reasons, there is an interest in not waiving limits on indexation. According to the ECB, "it should be borne in mind that heavy use of the indexation clause would be highly critical, as extensive wage and price indexation could create excessive rigidities in the relative price system and set off an inflationary spiral."

The previously applicable indexation ban will therefore be retained."

Legal response options

Unexpected price increases, inflation, shortage of goods



Price Clause Law

- Prohibited: Agreements by which monetary debts
 - are directly and independently determined by the price or value of other goods and services, and
 - which are not comparable with the agreed goods or services.
- Prohibition of indexation does not apply to:
 - Performance reservation
 - Tension clauses
 - Cost element clauses
- Further exempted, §§ 2-7, especially for long-term contracts
 - Indexation clauses that depend on the development of wages, salaries, pensions or annuities, for certain arrangements
 - Indexation clauses based on the development of prices or values for goods or services with a commitment > 10 years
 - Property-related agreements
 - Heritable building rights-related agreements

Possible clauses, formulation requirements

- To the extent possible: separate cost-uncertain and cost-certain elements; regulate (only) the unreasonable risk = the incalculable risk of cost increases and inflation
- Separation according to remuneration components, value adjustment in line with actual price development
- Clear and unambiguous determination of the relevant index, appropriate index for each remuneration component; contract- and project-specific determination of indices; successor regulations
- Exact presentation of the applicable index, the reference in the contract text and the respective contract-specific adjustment (attention: sub-indices, other number series); collective agreements, minimum wage, attachment as annexes
- Relevant points in time (conclusion of contract, last offer? First provision of the relevant service? First adjustment date?) Equality of scale
- Gross prices, changes in sales tax, other legal changes
- Requirement of the Price Clause Act, if applicable: severability clauses.

Legal response options

Unexpected price increases, inflation, scarcity of goods



Examples

All prices for building materials/construction materials included in the offer are based on the purchase prices at the time of preparation of the offer as of The Parties agree that the Contractor shall be entitled to assert the price increase against the Customer in the event of material price increases concerning services to be rendered as of In this case, the Parties already now undertake to reach an agreement on a new price taking into account the material price increase. In the opposite case, if material price reductions occur, the Customer may assert this against the Contractor and a new price shall also be agreed taking into account the material price reduction.

Examples

All prices for building materials/construction materials included in the offer are based on the purchase prices at the time of preparation of the offer from If during the execution of the construction work the purchase prices demanded on the market for building materials/construction materials increase or decrease by at least 10 % compared to the purchase prices demanded at the time of the preparation of the offer, the price actually to be paid for the building materials/construction materials concerned shall automatically change downwards or upwards in the same percentage ratio.

Legal response options

Unexpected price increases, inflation, shortage of goods



Examples

*§ XX Value retention of the ***remuneration*

*The ***remuneration shall be value-adjusted by adjusting its components to the development of official price indices and/or the development of collectively agreed wages and salaries as follows:*

1. the individual remuneration components of the operating remuneration shall be adjusted to the development of the following contractual indices corresponding to the following official price indices or combined indices formed from official price indices and collectively agreed wages and remuneration:

*a) The ****fee according to clause ****is value-secured by linking it to the construction price index for . . . , published by [***] in series [***] base year [***] = 100.*

*b) The ***remuneration pursuant to Clause *** shall be value-secured by linking it to the construction price index "Maintenance of residential buildings", subcategory "Cosmetic repairs in a dwelling", published by the Federal Statistical Office in Fachserie 17, Reihe 4 "Price indices for the construction industry", base year [year number] = 100.*

*c) The ***compensation according to item **** shall be adjusted by linking it to the combined index, [***] percent of which shall be formed from the development of wages and salaries according to the collective agreement pursuant to aa) below and [***] percent of which shall be formed from the price index pursuant to bb) below:*

aa) Change of the basic pay of the pay group . . . according to the collective agreement . . . in the metal and electrical industry for the collective bargaining area . . . between the Association of the Metal and Electrical Industry . . . and the Metalworkers' Trade Union District . . . disregarding other remuneration components, in particular entry or additional levels, load or performance pay, bonuses, supplements or one-off amounts.

Examples

bb) Change in ["Index der Erzeugerpreise gewerblicher Produkte (Inlandsabsatz)"] for the product group "Erzeugnisse der Verbrauchsgüterproduzenten" published by the Federal Statistical Office in Fachserie 17, Reihe 2, base year [Jahreszahl] = 100.

*The ***fee according to clause **** shall be adjusted by linking it to the combined index, which shall be formed by [***] percent from the price index according to aa) below and by [***] percent from the price index according to bb) below:*

*(aa) modification of the "Consumer Price Index for Germany" for the purpose of "[***]"; and*

*(bb) Amendment of the "Consumer Price Index for Germany" for the purpose of "[***]",*

*both published by the Federal Statistical Office in Fachserie [***], Reihe [***], base year [year number] = 100.*

*2. an adjustment of the operating fee shall be made at the request of the Customer or the Contractor for the first time as of [***] [***].*

*3. the contracting parties agree on the following contract indices or components of a contract index as a starting point for the calculation of the value protection: [***].*

*(4) The relevant level for the implementation of the value adjustment of the ***compensation (adjustment level) shall always be the level of the contract index or its components as it results: [***]*

5. [Retroactive wage adjustments, etc.]

6 [Changes in sales tax rate]

7 [reference to Price Clause Act (PrKG)].

*8. if the respective price index is no longer continued during the contract period [***].*

Legal response options

Court decisions and their consequences - Commercial leases



BGH, judgment dated January 12, 2022 (Ref. - XII ZR 8/21)

on the commercial tenant's entitlement to a rent reduction due to pandemic-related closure orders

- Pandemic-related closure orders do **not** constitute a **defect** in the leased property **or impossibility of performance**
 - **Possible in principle:** Claim of the tenant of commercially used premises for adjustment of **the rent** due to **disturbance of the basis of the contract** pursuant to Sec. 313 (1) BGB
 - Application of the principles is not excluded by Art. 240 § 2 EGBGB
 - However, this does not mean that the tenant can always demand an adjustment of the rent for the period of closure
 - Comprehensive consideration required in individual cases. A blanket approach (50/50) is not permissible. (Differently: Hoge Raad of the Netherlands)
 - "open cases" that cannot be resolved by way of an agreement/settlement with the other contracting party to be resolved in court in case of doubt (uncertainties with regard to the prospects of success, threat of overburdening the courts)
- **Crucial (as before):**
 - Concrete decline in sales, based only on the specific rental object (not: group sales)
 - To be considered: Measures taken by the tenant to reduce imminent losses
 - No overcompensation of incurred losses - financial benefits, from state benefits to be taken into account.
 - Also benefits of a possibly liable business insurance
 - State loans are not taken into account (no final compensation)
 - Actual threat to the economic existence of the tenant not required
 - interests of the landlord to be taken into account
 - See also [article on OLG decisions](#) and [article on BGH decision](#)

Legal response options

Court decisions and their consequences -Business interruption insurance

Business closure insurance



BGH, Judgment of January 26, 2022 - IV ZR 144/21

Business closure insurance in the COVID 19 pandemic.

"Does a company/policyholder have a claim for benefits under a business closure insurance policy or business interruption insurance policy following regulatory action due to the Corona Pandemic?"

- The occurrence of the insured event does **not** require the realization of an **intrinsic risk of infection** arising from the business itself.
- But: plant closure to prevent spread of COVID-19 disease or SARS-CoV-2 pathogen **not included in coverage**
- Insurance coverage only for "**catalogue cases**"
- Catalogue **conclusive** according to the understanding of the average policyholder relevant for the interpretation of GTCs
- **Supplementary reference** to the diseases and pathogens "mentioned by name in the Infection Protection Act in §§ 6 and 7" **merely clarification**

- **Risk of uncertainty for the policyholder:** The policyholder cannot assume that the insurer also intends to provide coverage for diseases and pathogens not listed in the catalogue, which - as COVID-19/SARS-CoV-2 just shows here - may not occur until years after conclusion of the contract and for which the insurer is unable to calculate premiums properly due to the uncertainty of the liability risk.
- **Not objectionable under GTC law:** No violation of the transparency requirement of Section 307 (1) sentence 2 BGB. No lack of transparency due to lack of identical coverage. No unreasonable disadvantage
- **No decision on question of static or dynamic referral**
- **No decision on scope** (precedence of November aids, etc.?).
- Examination required in **individual cases**
- **Bavarian compromise** (15% for 30 days, goodwill) may be the better solution in retrospect. Claims to be checked if necessary

Legal changes and need for action for companies

Legal changes and need for action for companies

Overview



Company law

- [FüPoG II](#), "#Stayonboard"
- TraFinG
- [Transparency Register](#)
- virtual general meeting season
- Facilitated circulation procedure in the GmbH, [digitalization guideline](#), GmbH online formation procedure
- [Sustainability Reporting](#), Bridging Assistance III Plus
- [Act on the Modernization of the Law on Partnerships \(MoPeG\)](#)
- [Supervisory Board duties in the crisis](#)
- [SanInsFoG, StaRuG](#)



M&A, competition and antitrust law; investment control

- Developments in W&I insurance
- OLG Munich on: Seller's duty of disclosure
- EU Commission to: Fine due to "Gun Jumping"
- 10th GWB amendment; increase of domestic turnover thresholds from €25 million to €50 million and from €5 million to €17.5 million, respectively,
- [17th AWW amendment](#); EU-wide cooperation mechanism



Civil and commercial law

- Dealing with difficulties in the supply chain
- [Supply Chain Sourcing Obligations Act](#)
- Price adjustment clauses, effects of inflation and rising energy prices,
- Packaging law, [plastic](#), plastic bag ban
- Changes in the [law on sales](#); consumer contract for digital products; online termination for continuing obligations from 1.3.2022 or from 1.7.2022
- [Privacy](#)



Labor law

- [3G at work and home office](#)
- [Changes in the world of work](#) - The Great Resignation?
- "Target information" in the mass dismissal notice
- [Sound Compensation](#)
- Consequences of non-implementation of the Whistleblowing Directive
- [Coalition agreement and planned expansion of co-determination regulations](#) (transfer of group attribution from the MitbestG to the DrittelbG)
- [Company Modernization Act](#)
- **Minimum wage**

Q&A

Thank you for your attention!

Speakers



Nicolai Andersen
Deloitte Consulting
Managing Partner

P: +49 40 32080 4837
M: +49 151 1510 6862
E-mail: nicandersen@deloitte.de



Dr. Alexander Börsch
Chief Economist & Director Research
Director

P: +49 89 29036 8689
M: +49 151 5800 5081
E-mail: aboersch@deloitte.de



Felix Felleisen
Legal | Corporate/M&A
Lawyer
Partner

P: +49 211 8772 2553
M: +49 172 866 9732
E-mail: ffelleisen@deloitte.de

Deloitte Legal Contact

Contact



Dr. Till Contzen
Commercial Law (Digital Economy, IT/IP)
Lawyer
Partner

Tel.: +49 69 71918 8439
E-mail: tcontzen@deloitte.de



Dr. Michael Fischer
Corporate/M&A Law
Lawyer
Partner

Tel.: +49 89 29036 8902
E-mail: mifischer@deloitte.de



Thomas Northoff
Managing Partner Deloitte Legal Germany
Lawyer
Partner

Tel.: +49 89 29036 8566
E-mail: tnorthoff@deloitte.de



Felix Skala, LL.M.
Competition Law
Lawyer
Partner

Tel.: +49 40 378 5380
E-mail: fskala@deloitte.de

Contact



John T. Passas
Commercial Law
Lawyer
Partner

Tel.: +49 511 30755 9546
E-mail: jpassas@deloitte.de



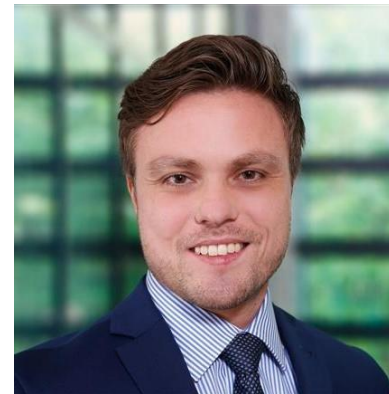
Dr. Charlotte Sander
Employment Law & Benefits
Lawyer | specialist for labor law
Partner

Tel.: +49 511 30755 9536
Email: csander@deloitte.de



Felix Felleisen
Corporate/M&A
Lawyer
Partner

Tel.: +49 211 8772 2553
E-mail: ffelleisen@deloitte.de



Thilo Alexander Hoffmann
Corporate/M&A
Lawyer
Counsel

Tel.: +49 211 8772 4015
E-mail: thoffmann@deloitte.de

Deloitte.
Legal



Deloitte Legal Overview

February 2022



Experience the future of law, today

An introduction to Deloitte Legal

Deloitte Legal is

more than
2,500
legal professionals



operating in
80+
jurisdictions

collaborating seamlessly
across borders and with other Deloitte business lines

We apply perspective to deliver value

Deloitte’s cross-disciplinary approach enables us to provide globally integrated services that are:

Consistent
with your
enterprise-wide vision



Tailored
to your business units
and geographies



Technology-enabled
for improved collaboration
and transparency



Sensitized
to your regulatory
requirements



Deloitte Legal practice areas

We are organized into three intersecting market offerings, enabling us to serve our clients when, how, and where we can help them achieve their visions.



*Jurisdictional
advisory*

*Legal function strategy,
technology & process
automation*

*Outsourced legal
obligations and legal
managed services*

Perspective that is global and grounded

Legal services traditionally provide specialist expertise with a grounded perspective. Deloitte Legal’s broader, global perspective, informed by its multi-disciplinary approach and extensive industry and technological expertise, enables fully-integrated smart solutions to be developed that expand customer expectations, redefining what is possible. Global capabilities that are locally grounded can help you address an increasingly complex world. One relationship provides endless connections.

What we deliver: Integration and Agility

Integration



Global integration

Businesses are becoming more globally interdependent, working across borders to capitalize on new opportunities. The General Counsel (GC) needs a global perspective to keep the business compliant in all its jurisdictions.

Deloitte Legal operates in more than 80 countries, with practitioners working closely across borders. Supported by a Center of Excellence, Deloitte Legal provides a strategic perspective, helping clients to meet their local responsibilities and thrive in the global marketplace. Our global presence provides a one-stop-shop for clients.



Business integration

GC are faced with increasingly more complex and multi-faceted legal challenges. The organization needs input from specialists from diverse business disciplines to address all aspects of these complex challenges.

Deloitte Legal has access to industry specialists and an unparalleled range of professional services spanning strategy, finance, human capital, risk, technology, audit, tax and, of course, legal, to help tackle the most complex business problems. Our internal cross-business collaboration facilitates developing end-to-end solutions for clients.



Technology integration

The business needs new solutions, using data-driven insights to increase value, reduce risk and enhance decision making process. The quality and efficacy of these solutions will rely on the technical skills of those developing and using them.

Deloitte Legal employs technology to pioneer innovative legal solutions. It is part of the Deloitte organization, which has collected several technology-related accolades and has a strong track record in providing technology solutions, both through in-house capabilities and alliances with technology companies. We combine legal skills with innovative service delivery, solution platforms and intelligent data analysis to find the right solutions for our clients.

What we deliver: Integration and Agility

Agility



Strategic agility

In a world characterized by change, business decisions must be taken faster for organizations to be more responsive, resilient and sustainable. The legal department cannot work in a silo, but needs to partner with the business to navigate and negotiate a whole spectrum of risks and opportunities.

Deloitte Legal is a responsive practice, within a network of professionals that can flex and react quickly to change. Pairing strategy with technology to aggregate, organize, and analyze complex data from multiple sources, Deloitte Legal provides the insight to enhance clients' decision-making process.



Operational agility

Businesses strive for faster, and more cost-effective ways to operate. And GCs need to focus their time on what matters to the business, not routine tasks. The answer may lie with technology, or a combination of different staffing models, contract execution, or process efficiencies. Business as usual is no longer sufficient.

Deloitte has reshaped many functions with its transformative thinking, which Deloitte Legal applies to reshape the legal department. We use technology platforms to collaborate in real time, and to increase operational and process efficiency. We focus on people, process and technology to help legal departments free up time for what matters, and create additional value for the business.



Stakeholder agility

Businesses worldwide are facing unprecedented levels of change as a result of technological developments, increased regulation, and globalization. And they expect their GC and legal service providers to help them drive business with clear, practical advice, not just "legalese". The GC needs a trusted advisor—lawyers with commercial acumen and an understanding of their industry and requirements.

Deloitte Legal doesn't just work for clients, but with clients to develop the right solutions for their business. Understanding the client's needs and putting a business lens on legal problems enables us to help the GC become a business partner.

Our practice areas in depth

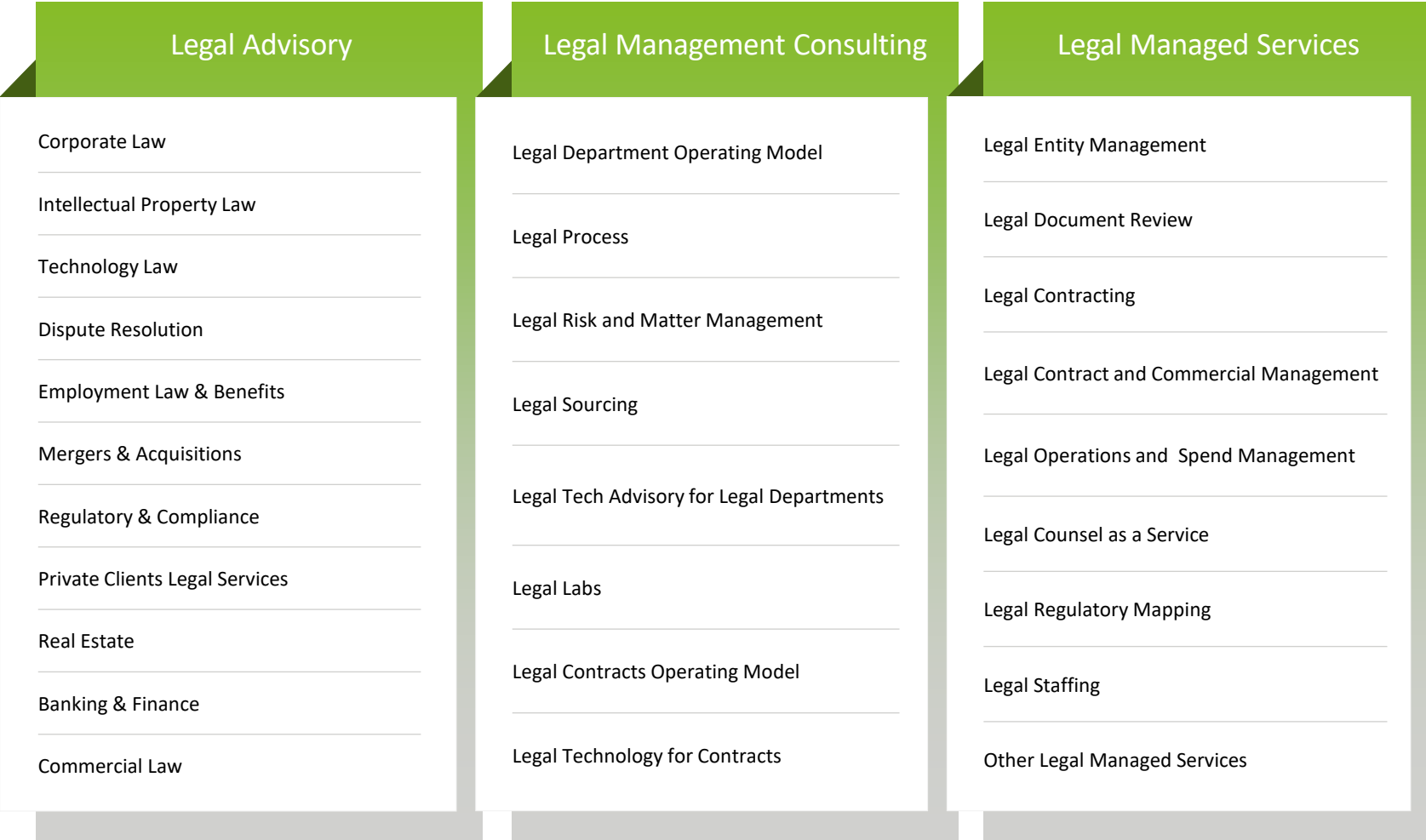
A look at our service offerings

Connected and committed

With commercial acumen and knowledge of your industry, Deloitte Legal is committed to delivering client service excellence.

Offering a distinctly different level of end-to-end service, thanks to its connections to a vast array of business and industry expertise globally, facilitated by today's most advanced technologies, enabling clients' solutions to be richer, deeper and faster than ever.

Helping you add value through business partnering.





Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited (“DTTL”), its global network of member firms, and their related entities (collectively, the “Deloitte organization”). DTTL (also referred to as “Deloitte Global”) and each of its member firms and related entities are legally separate and independent entities, which cannot obligate or bind each other in respect of third parties. DTTL and each DTTL member firm and related entity is liable only for its own acts and omissions, and not those of each other. DTTL does not provide services to clients. Please see www.deloitte.com/about to learn more.

Deloitte Legal means the legal practices of DTTL member firms, their affiliates or their related entities that provide legal services. The exact nature of these relationships and provision of legal services differs by jurisdiction, to allow compliance with local laws and professional regulations. Each Deloitte Legal practice is legally separate and independent, and cannot obligate any other Deloitte Legal practice. Each Deloitte Legal practice is liable only for its own acts and omissions, and not those of other Deloitte Legal practices. For legal, regulatory and other reasons, not all member firms, their affiliates or their related entities provide legal services or are associated with Deloitte Legal practices.

Deloitte provides industry-leading audit and assurance, tax and legal, consulting, financial advisory, and risk advisory services to nearly 90% of the Fortune Global 500® and thousands of private companies. Our professionals deliver measurable and lasting results that help reinforce public trust in capital markets, enable clients to transform and thrive, and lead the way toward a stronger economy, a more equitable society and a sustainable world. Building on its 175-plus year history, Deloitte spans more than 150 countries and territories. Learn how Deloitte’s more than 345,000 people worldwide make an impact that matters at www.deloitte.com.

This communication contains general information only, and none of Deloitte Touche Tohmatsu Limited (“DTTL”), its global network of member firms or their related entities (collectively, the “Deloitte organization”) is, by means of this communication, rendering professional advice or services. Before making any decision or taking any action that may affect your finances or your business, you should consult a qualified professional adviser.

No representations, warranties or undertakings (express or implied) are given as to the accuracy or completeness of the information in this communication, and none of DTTL, its member firms, related entities, employees or agents shall be liable or responsible for any loss or damage whatsoever arising directly or indirectly in connection with any person relying on this communication. DTTL and each of its member firms, and their related entities, are legally separate and independent entities.