

Report

on

the Preparation
of the Annual Financial Statements
for the Fiscal Year
January 1, 2024 to December 31, 2024

of

Apellis Germany GmbH
Munich

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A. Engagement

I. Client and Definition of the Engagement

The legal representatives of

Apellis Germany GmbH,

Munich,

- hereinafter also referred to as the "company" -

engaged us to prepare the annual financial statements per December 31, 2024 on the basis of the vouchers, books and inventory records provided to us that, as instructed, we did not audit, and the information provided to us pursuant to German commercial law.

We have performed this engagement for preparation without assessments in the period from July 7, 2025 to October 22, 2025 at our offices in Chemnitz.

We report in accordance with the customs of our profession in terms of the *IDW Standard: Grundsätze für die Erstellung von Jahresabschlüssen (IDW S 7)* [*IDW Standard: Principles for the Preparation of Annual Financial Statements (IDW S 7)*] on the scope and results of our activities.

Our engagement agreements require that a reference to the preparation by us may only be made in connection with the complete annual financial statements prepared by us.

The obligation to prepare the annual financial statements was incumbent upon the legal representatives of the company who had to decide on the exercise of all structuring options and legal acts connected with the preparation. We have informed our client about such matters that may result in the exercise of discretionary rights; any decision-making requirements for the exercise of discretionary rights and significant discretionary powers have been obtained.

The company is a small corporation as defined by commercial law.

In preparing the annual financial statements, size-related exemptions were applied.

The disclosure of the previous year's annual financial statements has been made.

II. Performance of the Engagement

The performance of the engagement and our responsibility - including that towards third parties - are governed by the "Special Engagement Terms of BDO AG Wirtschaftsprüfungsgesellschaft as of January 1, 2024 (SET)", and the "General Engagement Terms for Wirtschaftsprüferinnen, Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften [German Certified Public Auditors and Public Audit Firms] as of January 1, 2024 (GET)", which are attached to this report as an Appendix.

The preparation of the annual financial statements, regardless of the type of our engagement, included the activities that are necessary to prepare the statutory balance sheet and profit and loss account as well as notes to the annual financial statements on the basis of the bookkeeping and the inventory as well as the instructions obtained regarding the applicable accounting and valuation methods by performing the annual closing entries.

The preparation of the annual financial statements did not include the necessary decisions on the exercise of material and formal structuring options (recognition, measurement and disclosure options and discretionary decisions). Existing structuring options were exercised by us in the course of preparation in accordance with the instructions of the legal representatives.

The same applies to decisions on the application of exemptions in regard of preparation and disclosure of the annual financial statements for small companies.

We have informed our client about the statutory deadlines for the preparation, adoption and disclosure of the annual financial statements.

The legal representatives of the company has provided us with the customary written letter of representation regarding the completeness and accuracy of vouchers, books, inventory records and information.

B. Bases of the Annual Financial Statements

I. Accounting and Inventory

The company is obliged to keep books pursuant to § 238 HGB.

The financial accounting was prepared using the company's EDP system. The software used from SAP fulfills the requirements for proper financial accounting and the development of the annual financial statements.

The fixed asset accounting was prepared using the company's EDP system. The software used from SAP fulfills the requirements for proper fixed asset accounting.

The payroll accounting was prepared using our EDP system. The software used for this is "Lohn im RZ mit LODAS der DATEV eG".

All requested information, clarifications and verifications were willingly provided by the legal representatives of the company and by the person named to provide information.

II. Comments on the Bases of the Annual Financial Statements

In preparing the annual financial statements, we did not become aware of any facts that would indicate that the books kept by the company were not properly maintained.

The balances carried forward per January 1, 2024 correspond to the amounts in the balance sheet per December 31, 2023.

The applicable valuation principles in accordance with commercial law were complied with on the basis of the going concern principle. The accounting and valuation methods applied to the previous annual financial statements have been retained.

To the extent to that our preparation of the annual financial statements resulted in postings, we have coordinated these with the legal representatives of the company. The closing entries were made until the conclusion of our activities.

The structure of the annual financial statements complies with the provisions of German commercial law.

The risks existing on the balance sheet date - insofar as they were identifiable at the time of preparing the annual financial statements - were taken into account by recognizing accruals and valuation allowances.

The notes to the annual financial statements contain the mandatory disclosures required for small corporations.

C. Legal and Tax Bases

I. Legal Bases

Firm:	Apellis Germany GmbH
Registered office:	Munich
Address:	Einsteinstraße 174 81677 Munich
Legal form:	GmbH
Entered in the commercial register:	on January 8, 2020 in Munich
Company registration number:	HRB 254027
Object of the company:	Marketing of pharmaceuticals and pharmaceutical products, as well as other related products and all associated activities.
Financial year:	January 1 to December 31
Subscribed capital:	25,000.00 Euro
Management:	Hay, Andrew Safaei Nikoie, Mohammad Reza
Shareholder:	Apellis International GmbH

II. Tax Bases

Responsible tax office: München (143) Körpersch./Pers.

Tax number: 143/114/49711

Assessment status up to and including: 2023

The company is subject to corporate income tax, trade tax and VAT on the basis of its activities.

The company is subject to standard taxation pursuant to §§ 16-18 UStG.

D. Type and Scope of the Preparation Activities

We have documented the type, scope and result of the individual preparation actions carried out during our engagement in our working papers, unless they are documented in this preparation report.

Subject of the preparation of the annual financial statements without assessments is the development of the balance sheet and the profit and loss account as well as the preparation of the notes to the annual financial statements on the basis of the accounting and inventory as well as the instructions on the accounting and valuation methods to be applied.

Our engagement to develop the annual financial statements in accordance with laws and regulations from the documents provided, taking into account the information received and the closing entries made, did not extend to the assessment of the adequacy and function of internal controls and the truth and fairness of accounting. In particular, the assessment of inventories, period accruals and recognition and measurement were not within the scope of our engagement.

If closing entries were made, e.g. the calculation of amortization and depreciation, value adjustments or accruals, these were based on documents and information provided while their accuracy was not checked.

Although no assessments of the vouchers, books and inventory records are carried out during the preparation in accordance with the engagement, we point out to our client obvious inaccuracies in the documents provided that we, as experts, immediately notice during the performance of the engagement, make suggestions for correction and ensure that they are implemented accordingly in the annual financial statements.

The responsibility for the annual financial statements and the information given to us lies with the legal representatives of the company. The legal representatives are also responsible for assessing the company's ability to continue as going concern. In addition, they are responsible for the accounting on the basis of the going concern principle, unless factual or legal circumstances prevent this. For this purpose, they are obliged to provide us with information on matters relating to the going concern principle, if relevant, for the purpose of reporting in the annual financial statements prepared by us.

E. Certification by the Accounting Company regarding the Preparation of the Annual Financial Statements

To

Apellis Germany GmbH

Munich

Pursuant to the terms of the engagement, we have prepared the annual financial statements below - comprising the balance sheet, profit and loss account and notes to the accounts - of Apellis Germany GmbH, Munich, for the financial year from January 1, 2024 to December 31, 2024 in compliance with German commercial law.

Basis for the preparation of the annual financial statements were the vouchers, books and inventory records provided to us, which, in accordance with the engagement terms, we have not audited, as well as other information provided to us. Keeping the books as well as preparing the inventory lists and the annual financial statements in accordance with German commercial law and supplementary provisions of the articles of association are the responsibility of the company's legal representatives.

We have conducted our engagement in accordance with the IDW Standard: Grundsätze für die Erstellung von Jahresabschlüssen (IDW S 7) [IDW Standard: Principles for the Preparation of Annual Financial Statements (IDW S 7)]. This involves the development of the balance sheet, the profit and loss account and the notes to the accounts on the basis of the bookkeeping and the inventory records as well as the instructions relating to the applicable accounting and valuation methods.

Chemnitz, October 22, 2025

BDO AG

Wirtschaftsprüfungsgesellschaft

ppa. Dr. C. Teich
Steuerberaterin

ppa. S. Kulik
Wirtschaftsprüfer

F. Explanations to the Items of the Balance Sheet and the Profit and Loss Account

Explanation of the Items on the Balance Sheet as of December 31, 2024

ASSETS

A. Noncurrent assets

I. Intangible fixed assets

	12/31/2024 Euro	previous year Euro
1. Purchased concessions, industrial property rights and similar rights and values as well as licenses to such rights and values	<u>97,946.78</u>	<u>86,169.28</u>
	12/31/2024 Euro	previous year Euro
Computer software	89,946.78	86,169.28
Licenc. in industr. rights and assets	<u>8,000.00</u>	<u>0.00</u>
	<u>97,946.78</u>	<u>86,169.28</u>
	12/31/2024 Euro	previous year Euro
2. Advance payments made	<u>0.00</u>	<u>31,714.44</u>

II. Tangible fixed assets

	12/31/2024 Euro	previous year Euro
1. Other equipment, operating and office equipment	<u>145,436.96</u>	<u>110,743.73</u>

	12/31/2024 Euro	previous year Euro
Operating and office equipment	103,080.88	27,763.45
Other office equipment	<u>42,356.08</u>	<u>82,980.28</u>
	<u>145,436.96</u>	<u>110,743.73</u>

	12/31/2024 Euro	previous year Euro
2. Advance payments made and construction in progress	<u>0.00</u>	<u>65,400.00</u>

B. Current assets

I. Receivables and other assets

	12/31/2024 Euro	previous year Euro
1. Trade receivables	<u>1,039,429.97</u>	<u>2,010,357.09</u>

- of which from shareholders Euro 1,039,429.97
(Euro 2,010,357.09)

	12/31/2024 Euro	previous year Euro
2. Receivables from affiliated companies	<u>0.00</u>	<u>182,241.11</u>

	12/31/2024 Euro	previous year Euro
3. Other assets	<u>507,672.31</u>	<u>833,946.74</u>

	12/31/2024 Euro	previous year Euro
Other assets	769.50	552.29
Rec. from health ins. comp. from AAG	57.20	3,853.20
Security deposits	189,367.00	432,918.00
Input tax ded. following period/year	33,713.53	0.00
Payroll liabilities	0.00	5,665.39
VAT, current year	269,450.04	390,957.86
VAT, previous year	<u>14,315.04</u>	<u>0.00</u>
	<u>507,672.31</u>	<u>833,946.74</u>

	12/31/2024 Euro	previous year Euro
II. Cash on hand, central bank balances, bank balances, and checks	<u>2,620,930.80</u>	<u>840,540.55</u>

	12/31/2024 Euro	previous year Euro
Commerzbank Nr.: 022 274 9400	2,521,141.76	408,838.57
Commerzbank Nr.: 022 274 9401 (ESPP)	16,182.57	17,654.09
Prepaid credit cards employees	<u>83,606.47</u>	<u>414,047.89</u>
	<u>2,620,930.80</u>	<u>840,540.55</u>

	12/31/2024 Euro	previous year Euro
Total current assets	<u>4,168,033.08</u>	<u>3,867,085.49</u>

	12/31/2024 Euro	previous year Euro
C. Deferred items	<u>97,529.74</u>	<u>223,270.33</u>
	12/31/2024 Euro	previous year Euro
Total Assets	<u>4,508,946.56</u>	<u>4,384,383.27</u>

TOTAL EQUITY AND LIABILITIES

A. Equity

	<u>12/31/2024</u> <u>Euro</u>	<u>previous year</u> <u>Euro</u>
I. Subscribed capital	<u>25,000.00</u>	<u>25,000.00</u>
II. Capital reserves	<u>2,090,000.00</u>	<u>390,000.00</u>
III. Retained profits brought forward	<u>26,411.52</u>	<u>-182,507.67</u>
IV. Net income for the financial year	<u>299,207.92</u>	<u>208,919.19</u>
Total equity	<u>2,440,619.44</u>	<u>441,411.52</u>

B. Provisions

	12/31/2024 Euro	previous year Euro
1. Provisions for taxes	<u>218,160.00</u>	<u>35,060.00</u>

	01/01/2024 Euro	usage Euro	dissolution Euro	addition Euro	12/31/2024 Euro
Provision for trade tax	18,270.00	0.00	0.00	104,000.00	122,270.00
Provisions for corporate income tax	16,790.00	0.00	0.00	79,100.00	95,890.00
	<u>35,060.00</u>	<u>0.00</u>	<u>0.00</u>	<u>183,100.00</u>	<u>218,160.00</u>

	12/31/2024 Euro	previous year Euro
2. Other provisions	<u>1,170,327.38</u>	<u>1,031,636.94</u>

	12/31/2024 Euro	previous year Euro
Other provisions	50,627.38	115,731.67
Provisions for personnel expenses	926,800.00	691,605.27
Provisions for PTO and overtime	82,400.00	209,300.00
Provisions for expected losses	63,300.00	0.00
Provisions for period-end closing/audit costs	<u>47,200.00</u>	<u>15,000.00</u>
	<u>1,170,327.38</u>	<u>1,031,636.94</u>

C. Liabilities

	12/31/2024 Euro	previous year Euro
1. Trade payables	<u>288,268.60</u>	<u>2,588,243.22</u>
- of which to shareholders Euro 12,513.48 (Euro 1,587,415.97)		
- of which remaining term up to 1 year Euro 288,268.60 (Euro 2,588,243.22)		
	12/31/2024 Euro	previous year Euro
Trade payables	275,755.12	1,000,827.25
Trade payables to shareholders	<u>12,513.48</u>	<u>1,587,415.97</u>
	<u>288,268.60</u>	<u>2,588,243.22</u>
	12/31/2024 Euro	previous year Euro
2. Liabilities to affiliated companies	<u>65,001.72</u>	<u>0.00</u>
- of which remaining term up to 1 year Euro 65,001.72 (Euro 0.00)		
	12/31/2024 Euro	previous year Euro
3. Other liabilities	<u>326,569.42</u>	<u>288,031.59</u>
- of which taxes Euro 308,512.63 (Euro 248,384.64)		
- of which social security Euro 11,300.71 (Euro 29,917.78)		
- of which remaining term up to 1 year Euro 326,569.42 (Euro 288,031.59)		

	12/31/2024 Euro	previous year Euro
Other liabilities	6,756.08	9,729.17
Wage and church tax payables	308,512.63	248,384.64
Social security liabilities	9,503.18	16,422.38
Liabilities from empl. asset formation	1,797.53	13,495.40
	<u>326,569.42</u>	<u>288,031.59</u>

	12/31/2024 Euro	previous year Euro
Total Equity and Liabilities	<u>4,508,946.56</u>	<u>4,384,383.27</u>

Explanation of the Items on the Profit and Loss Account from January 1 to December 31,
2024

The company prepares the profit and loss account (attached as Appendix 2) in a vertical format according to the total cost method pursuant to § 275 (2) HGB.

	2024 Euro	previous year Euro
1. Sales	<u>15,712,796.22</u>	<u>15,003,301.98</u>

Sales revenues were recognized net in accordance with § 277 (1) HGB.

	2024 Euro	previous year Euro
2. Gross revenue	<u>15,712,796.22</u>	<u>15,003,301.98</u>

3. Other operating income

	2024 Euro	previous year Euro
a) Income from reversal of provisions	<u>0.00</u>	<u>8,386.66</u>

	2024 Euro	previous year Euro
b) Miscellaneous other operating income	<u>215,208.82</u>	<u>80,953.67</u>

- of which income from currency translation
Euro 71,992.87 (Euro 21,447.13)

	2024 Euro	previous year Euro
Currency translation gains	71,992.87	21,447.13
Setoff of other benefits, 19% VAT	142,907.36	54,792.99
Refunds AAG	0.00	4,713.55
Reimbursements, refunds prior periods	<u>308.59</u>	<u>0.00</u>
	<u>215,208.82</u>	<u>80,953.67</u>

4. Personnel expenses

	2024 Euro	previous year Euro
a) Wages and salaries	<u>7,711,569.10</u>	<u>5,543,932.56</u>

	2024 Euro	previous year Euro
Wages and salaries	6,323,639.99	3,871,614.02
Flat-rate tax on other benefits	48,296.52	46,281.78
Non-cash bnft./serv. employees	1,466,532.59	1,494,649.87
Change of prov. for PTO and overtime	<u>-126,900.00</u>	<u>131,386.89</u>
	<u>7,711,569.10</u>	<u>5,543,932.56</u>

	2024 Euro	previous year Euro
b) Social security costs and expenses for old age pensions and other benefits	<u>699,012.90</u>	<u>512,120.72</u>

- of which in respect of old age pensions
Euro 177,102.13 (Euro 118,679.09)

	2024 Euro	previous year Euro
Statutory social security expenses	494,724.20	371,454.30
Contrib. to occup. health/safety agency	19,326.54	14,631.33
Vol. soc. benefits not subj. to wage tax	7,860.03	7,356.00
Post-employment benefit costs	<u>177,102.13</u>	<u>118,679.09</u>
	<u>699,012.90</u>	<u>512,120.72</u>

5. Depreciation and amortization

	2024 Euro	previous year Euro
a) Of noncurrent intangible assets and property, plant and equipment	<u>111,227.97</u>	<u>93,765.88</u>
	2024 Euro	previous year Euro
Amortisation of intangible fixed assets	58,705.36	43,084.64
Depreciation of tangible fixed assets	49,923.81	50,681.24
Depr./amort. capitalised low-value ass.	<u>2,598.80</u>	<u>0.00</u>
	<u>111,227.97</u>	<u>93,765.88</u>

6. Other operating expenses

	2024 Euro	previous year Euro
a) Occupancy costs	<u>695,187.62</u>	<u>319,027.07</u>
	2024 Euro	previous year Euro
Rent (immovable property)	558,746.84	311,605.75
Storage costs	14,252.39	7,421.32
Gas, electricity, water	<u>122,188.39</u>	<u>0.00</u>
	<u>695,187.62</u>	<u>319,027.07</u>

	2024 Euro	previous year Euro
b) Insurance premiums, fees and contributions	<u>51,204.77</u>	<u>37,106.85</u>

	2024 Euro	previous year Euro
Insurance premiums	7,002.94	5,505.71
Contributions	44,201.83	30,901.14
Disabled persons equalisation levy	<u>0.00</u>	<u>700.00</u>
	<u>51,204.77</u>	<u>37,106.85</u>

	2024 Euro	previous year Euro
c) Cost of third-party repairs and maintenance	<u>107,276.59</u>	<u>36,419.41</u>

	2024 Euro	previous year Euro
Other repairs and maintenance	107,276.59	35,174.52
Hardware/software maintenance expenses	<u>0.00</u>	<u>1,244.89</u>
	<u>107,276.59</u>	<u>36,419.41</u>

	2024 Euro	previous year Euro
d) Advertising and travel costs	<u>2,679,766.44</u>	<u>2,480,644.05</u>

	2024 Euro	previous year Euro
Advertising expenses	971,820.41	974,374.50
Corporate hospitality expenses	866,364.69	983,269.61
Employee travel expenses	795,234.14	472,406.89
Entertainment expenses	32,443.04	35,415.14
Non-deductible entertainm. expenses	<u>13,904.16</u>	<u>15,177.91</u>
	<u>2,679,766.44</u>	<u>2,480,644.05</u>

	2024 Euro	previous year Euro
e) Miscellaneous operating costs	<u>3,273,913.09</u>	<u>5,635,936.55</u>

	2024 Euro	previous year Euro
Other operating expenses	476.41	24,045.27
Purchased services/third-party services	2,936,200.70	4,494,592.52
Postage	14,816.86	7,671.90
Office supplies	43,499.70	90,073.47
Training costs	27,461.81	152,480.77
Legal and consulting expenses	63,680.91	159,746.64
Employee recruitment	541.00	418,823.13
Period-end closing and audit costs	32,200.00	9,000.00
Bookkeeping expenses	48,484.38	167,435.56
Rent fixtures/fittings (movable assets)	63,204.53	25,142.36
Expenses for licences, concessions	23,847.51	50,519.34
Tools and minor equipment	536.31	14,555.41
Operating supplies	1,286.62	12,474.23
Incidental monetary transaction costs	17,676.35	9,375.95
	<u>3,273,913.09</u>	<u>5,635,936.55</u>

	2024 Euro	previous year Euro
f) Losses from the disposal of noncurrent assets	<u>0.00</u>	<u>96,385.95</u>

	2024 Euro	previous year Euro
g) Miscellaneous other operating expenses	<u>108,315.97</u>	<u>93,236.42</u>

- of which currency translation losses Euro 103,315.97
(Euro 36,236.42)

	2024 Euro	previous year Euro
Donations	5,000.00	57,000.00
Currency translation losses	103,315.97	36,236.42
	<u>108,315.97</u>	<u>93,236.42</u>

	2024 Euro	previous year Euro
7. Interest and similar expenses	<u>0.00</u>	<u>87.66</u>

	2024 Euro	previous year Euro
8. Taxes on income and earnings	<u>191,322.67</u>	<u>35,060.00</u>

	2024 Euro	previous year Euro
Trade tax	104,000.00	18,270.00
Corporate income tax	82,794.00	15,910.00
Solidarity surcharge	<u>4,528.67</u>	<u>880.00</u>
	<u>191,322.67</u>	<u>35,060.00</u>

	2024 Euro	previous year Euro
9. Net income/net loss after tax	<u>299,207.92</u>	<u>208,919.19</u>

	2024 Euro	previous year Euro
10. Net income for the financial year	<u>299,207.92</u>	<u>208,919.19</u>

APPENDICES

Apellis Germany GmbH, Munich

Annual Financial Statements for the Fiscal Year from January 1, 2024 to December 31, 2024

Balance Sheet

ASSETS

TOTAL EQUITY AND LIABILITIES

	Financial Year Euro	Prior Year Euro		Financial Year Euro	Prior Year Euro
A. Noncurrent assets			A. Equity		
I. Intangible fixed assets			I. Subscribed capital	25,000.00	25,000.00
1. Purchased concessions, industrial property rights and similar rights and values as well as licenses to such rights and values	97,946.78	86,169.28	II. Capital reserves	2,090,000.00	390,000.00
2. Advance payments made	0.00	31,714.44	III. Retained profits brought forward	26,411.52	182,507.67-
	97,946.78	117,883.72	IV. Net income for the financial year	299,207.92	208,919.19
II. Tangible fixed assets			Total equity	2,440,619.44	441,411.52
1. Other equipment, operating and office equipment	145,436.96	110,743.73	B. Provisions		
2. Advance payments made and construction in progress	0.00	65,400.00	1. Provisions for taxes	218,160.00	35,060.00
	145,436.96	176,143.73	2. Other provisions	1,170,327.38	1,031,636.94
Total noncurrent asset	243,383.74	294,027.45		1,388,487.38	1,066,696.94
B. Current assets			C. Liabilities		
I. Receivables and other assets			1. Trade payables	288,268.60	2,588,243.22
1. Trade receivables	1,039,429.97	2,010,357.09	2. Liabilities to affiliated companies	65,001.72	0.00
2. Receivables from affiliated companies	0.00	182,241.11	3. Other liabilities	326,569.42	288,031.59
3. Other assets	507,672.31	833,946.74		679,839.74	2,876,274.81
	1,547,102.28	3,026,544.94			
II. Cash on hand, central bank balances, bank balances, and checks	2,620,930.80	840,540.55			
Total current assets	4,168,033.08	3,867,085.49			
C. Deferred items	97,529.74	223,270.33			
	4,508,946.56	4,384,383.27		4,508,946.56	4,384,383.27

Apellis Germany GmbH, Munich

Annual Financial Statements for the Fiscal Year from January 1, 2024 to December 31, 2024

Profit and Loss Account

	Financial Year Euro	Prior Year Euro
1. Sales	15,712,796.22	15,003,301.98
2. Gross revenue	<u>15,712,796.22</u>	<u>15,003,301.98</u>
3. Other operating income		
a) Income from reversal of provisions	0.00	8,386.66
b) Miscellaneous other operating income	<u>215,208.82</u>	<u>80,953.67</u>
	215,208.82	89,340.33
4. Personnel expenses		
a) Wages and salaries	-7,711,569.10	-5,543,932.56
b) Social security costs and expenses for old age pensions and other benefits	<u>-699,012.90</u>	<u>-512,120.72</u>
	-8,410,582.00	-6,056,053.28
5. Depreciation and amortization		
a) Of noncurrent intangible assets and property, plant and equipment	-111,227.97	-93,765.88
6. Other operating expenses		
a) Occupancy costs	-695,187.62	-319,027.07
b) Insurance premiums, fees and contributions	-51,204.77	-37,106.85
c) Cost of third-party repairs and maintenance	-107,276.59	-36,419.41
d) Advertising and travel costs	-2,679,766.44	-2,480,644.05
e) Miscellaneous operating costs	-3,273,913.09	-5,635,936.55
f) Losses from the disposal of noncurrent assets	0.00	-96,385.95
g) Miscellaneous other operating expenses	<u>-108,315.97</u>	<u>-93,236.42</u>
	-6,915,664.48	-8,698,756.30
7. Interest and similar expenses	0.00	-87.66
8. Taxes on income and earnings	-191,322.67	-35,060.00
9. Net income/net loss after tax	<u>299,207.92</u>	<u>208,919.19</u>
10. Net income for the financial year	<u>299,207.92</u>	<u>208,919.19</u>

Apellis Germany GmbH, Munich

Annual Financial Statements for the Fiscal Year from January 1, 2024 to December 31, 2024

Notes to the Annual Financial Statements

I. General Information about the Company

Firm:	Apellis Germany GmbH
Registered office:	Munich
Register entry:	Commercial register
Registration court:	Amtsgericht München
Company registration number:	HRB 254027

II. General Information about the Annual Financial Statements

The annual financial statements have been prepared pursuant to § 242 et seq., § 264 et seq. HGB and the relevant provisions of the GmbHG and any supplementary provisions of the articles of association.

The company is according to the size categories specified in § 267 HGB a small corporation. Size-dependent relief for small corporation has been taken into account in the preparation of the annual financial statements.

The annual financial statements were prepared on the assumption that the company will continue as a going concern (§ 252 (1) No. 2 HGB).

The profit and loss account has been prepared using the total cost method.

For presentation reasons, the indications to be made in the balance sheet on the remaining terms of receivables and liabilities and the indications to be made in the profit and loss account on income and expenses from foreign currency conversion have been included in the notes.

III. Indications to the Accounting and Valuation Methods Applied

The accounting and valuation methods have been retained unchanged from the previous year, unless new findings require a different valuation.

Intangible assets acquired for a consideration were stated with acquisition costs and, if subject to wear and tear, reduced by scheduled amortization. Scheduled amortization was based on the normal useful life of the asset, which is 3 years.

Property, plant and equipment were stated with acquisition or manufacturing costs and, if subject to wear and tear, reduced by scheduled amortization.

For low-value assets with individual acquisition costs of up to Euro 800,00 net, an immediate write-off of the acquisition and production costs is made in the year of acquisition.

The scheduled depreciation of the other assets was carried out on a straight-line basis over the expected useful lives of 3 to 15 years.

Receivables and other assets were stated with the nominal value or with acquisition costs.

Cash on hand and balances with financial institutions were stated with the nominal value.

Expenses prior to the balance sheet date have been recognized as prepaid expenses to the extent that they represent expenses for a certain period after that date.

Tax accruals and other accruals were stated with the settlement amount deemed necessary according to prudent business judgment.

Liabilities were stated with their settlement amount.

Transactions in foreign currencies were recorded at the respective daily exchange rate. Receivables and liabilities in foreign currencies with a remaining term of no more than one year have been converted into Euro at the mean spot exchange rate on the balance sheet date. In other cases, any exchange rate losses at the balance sheet date were taken into account.

IV. Indications on the Items of the Balance Sheet

As in the previous year, the liabilities reported all have remaining terms of up to one year.

V. Indications to Loans, Receivables and Liabilities to Shareholders

There are receivables to shareholders in the amount of 1,039,429.97 Euro (previous year: 2,010,357.09 Euro). These are receivables from deliveries and services. All receivables have remaining terms of up to one year.


There are liabilities to shareholders in the amount of 12,513.48 Euro (previous year: 1,587,415.97 Euro). These are liabilities from deliveries and services. All liabilities have remaining terms of up to one year.

VI. Indications to the Items of the Profit and Loss Account

The item "other operating income" includes income from currency conversion in the amount of 71,992.87 Euro (previous year: 21,447.13 Euro). The item "other operating expenses" includes expenses from currency conversion in the amount of 103,315.97 Euro (previous year: 36,236.42 Euro).

VII. Other Indications

The company employed an average of 28 employees in the financial year 2024 (previous year: 21).


Andrew Hay (04-Dec-2025 14:31:48 GMT+1)

Munich, October 22, 2025

Hay, Andrew

- Special Terms and Conditions -

1. General Provisions

(a) We render our services based on (i) the engagement letter and any possible attachments to the engagement letter (in particular any service descriptions, revocation notices for consumers and portal terms of use), (ii) these Special Terms and Conditions (hereinafter the "STC"), and (iii) the General Engagement Terms for Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften of the Institute of German Certified Accountants (hereinafter the "GET") (hereinafter collectively referred to as the "Client Agreement"). The same also applies to any part of our services that may be rendered by us before the Client Agreement is signed with legal effect. Different or conflicting terms and conditions will apply only if they have been expressly accepted by us in writing. The provisions of our engagement letter, the STC and GET will apply even if we do not expressly object to an order placed on the basis of different terms and conditions (e.g., terms and conditions of written orders).

(b) Unless otherwise agreed, these STC and GET also apply if we render services in addition to those agreed upon in the engagement letter or any attachments thereto.

2. Fees, Payment Due Date

(a) Our invoices, including any invoices for installment payments or prepayments, will be issued in Euro and will be due for payment immediately. We will invoice you at cost for any subcontractor services.

(b) Any demands for advance payments are subject to section 13 (1) sentence 2 of the GET. We have the right to invoice the client for reasonable installment payments on fees, charges and expenses, including incidental costs, at any time.

(c) All information we provide regarding the expected amount of fees generally is only a cost estimate, unless the Client Agreement expressly provides for a flat fee. In case we are engaged to provide audit services or an expert opinion, a quoted flat fee may be exceeded in accordance with sec. 43 (2) BS WP/vBP (Professional Charter of the Wirtschaftsprüferkammer on the Rights and Responsibilities of Wirtschaftsprüfer and vereidigte Buchprüfer in Exercising the Profession - Berufssatzung der Wirtschaftsprüfer / vereidigte Buchprüfer), if unforeseeable events beyond our control will result in a considerable amount of additional work.

(d) If we should discontinue our services early, we shall have the right to invoice the client for the number of hours worked up to that point in time, unless termination of the contract is due to wrongful conduct on our part. However, in the latter case we may invoice you for the number of hours worked, if and to the extent that the services rendered are utilizable despite early termination.

(e) The German Regulations on Fees of Tax Advisors (*Steuerberatervergütungsverordnung - StBVV*) shall apply only to the extent expressly agreed in writing. If after the Client Agreement is signed you request us to perform services, that are not included in the engagement letter, we will invoice you for these services either based on a separate agreement or, absent a separate agreement, based on our standard hourly rates applicable to these services, which are available upon request.

(f) If we are requested or required (whether before or after services are rendered) to make available information about our services to a competent court, a trustee or insolvency administrator, a public, regulatory or supervisory authority (*WPK, PCAOB, DPR*) or to any other third party (including the hearing of our personnel as witnesses), we shall have the right to invoice you for the time expended in this context based on hourly rates as agreed in the Client Agreement.

3. Limitations of our Liability

(a) Unless otherwise specified in this section 3 of the STC our liability is governed by section 9 of the GET. In derogation of section 9 (2) and (4) of the GET, each of the liability limits stated therein shall however be replaced throughout by the amount of € 5 million. Section 9 (1) of the GET shall in each case remain unaffected.

(b) If in your opinion the risk associated with our services substantially exceeds the amount of € 5 million, you will inform us about the required

maximum liability amount. We will consider your request and, if necessary, discuss with our liability carrier the possibility of obtaining an adequate additional insurance. You are responsible for any additional premiums incurred in connection therewith.

(c) Contrary to section 9 (2) of the GET and section 3 (a) of the STC our liability is unlimited if (i) expressly agreed in writing, or (ii) as far as we have to perform our work without any limitations of liability to meet the requirements of the laws of the United States of America concerning the independence of auditors.

4. Our Work Results

Work results that must be delivered in writing or in text form and signed by us shall be binding only if the original is signed by two employees or, in case of e-mails, if two employees are named as signatories. Unless otherwise agreed or in violation of any applicable laws or professional standards, we may also deliver our work results to you exclusively (i) as a PDF file and/or (ii) by e-mail and/or (iii) with a qualified electronic signature.

5. Disclosure of Our Work Results, Rights to Work Results

(a) Any disclosure of our work results to third parties or any use of our work results for advertising purposes is subject to section 6 of the GET.

(b) Our work results are intended exclusively for the purpose agreed in the respective Client Agreement, are therefore solely addressed to you, and may not be used for any other purpose, disclosed, or passed on to third parties without our prior consent which must be given in text form.

(c) Unless otherwise agreed in text form, we generally will consent to a disclosure of our work results to third parties only under the condition that a standard disclosure agreement (release letter) has been agreed by the third party/parties. This does not apply to a:

- Disclosure on the basis of section 6 (1) last sub-sentence of the GET - insofar as an obligation arises from statutory law, regulation, official or judicial order.
- Disclosure to your affiliated companies within the meaning of section 15 of the German Stock Corporation Act (*AktG*), your statutory auditor or other auditors/advisors/lawyers with an obligation to maintain confidentiality who require the information in connection with their services, whereby you are obliged to ensure that this disclosure of information does not result in any additional responsibility or liability on our side.

(d) Any disclosure of our work results must be made in full text and include all appendices. Sec. 334 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*) shall remain unaffected by any such disclosure.

(e) You agree to hold harmless and indemnify us from and against any and all losses and damages that may result from any non-compliance with the foregoing provisions in section 5 (a) and/or (d).

(f) We will grant you rights to use our work results only to the extent necessary given the purpose of the applicable Client Agreement.

6. Principles of Our Cooperation, Independence

(a) The amount of time needed to render our services and used to calculate our fees depends in substantial part on satisfaction of the requirements set forth in section 3 (1) of the GET.

(b) Unless otherwise provided by the engagement letter, binding laws to which we are subject or any other provisions or applicable standards, we shall have no obligation to review any information made available to us for accuracy or completeness.

(c) We provide our services independently and under our own responsibility and not as your employee, agent, corporate body, or shareholder. You are solely responsible for any management decisions required in relation to our services and for any determination as to the suitability of the services for your purposes. Therefore, you will appoint sufficient qualified contacts for any required coordination in connection with the services to be provided by us.

7. Special Clause for Tax Advice

(a) You hereby instruct and authorize us to electronically submit in your name all statements prepared for you that are intended and have been approved for electronic transmission to the responsible office of the German tax authority directly through DATEV eG. The foregoing instruction and authorization shall be effective immediately and may be revoked at any time. Any notice of revocation must be at least in text form.

(b) If documents requiring action by a certain deadline are submitted to us, we shall have no obligation to take any steps to meet the deadline unless the documents are transmitted to us via our BDO Global Portal, by regular mail or fax.

8. Electronic Communication, Antivirus Protection and Information Security

(a) Electronic communication is subject to section 12 of the GET. You hereby further acknowledge that data sent via the Internet cannot be reliably protected against access by third parties, might be subject to loss, delay or viruses. To the extent permitted by law, we therefore disclaim any responsibility and liability for the integrity of e-mails after they leave our control, and for any damages you or any third parties may suffer as a result. This also applies if despite antivirus programs used by us, viruses enter your system as a result of receiving e-mails from us.

(b) You are obliged to inform us immediately of any security incidents (such as cyber-attacks) that could also have an impact on us.

9. BDO Network, Sole Recourse

(a) We are a member of BDO International Limited, a British company with limited capital contributions, and we are part of the international BDO network of legally independent member firms. BDO is the brand of the BDO network and the BDO member firms (hereinafter "BDO Firms"). To render services, we may involve other BDO Firms as subcontractors. For this purpose, you hereby release us from our duty of confidentiality in relation to such BDO Firms.

(b) You hereby acknowledge and agree that in such cases we will bear full responsibility for both our acts and/or omissions and also all acts and/or omissions of any BDO Firms assisting us as subcontractors. Accordingly, you agree that you shall bring no claims or proceedings of any kind whatsoever against any BDO subcontractors (including BDO International Limited or Brussels Worldwide Services BVBA). This shall not apply to any claim or proceeding founded on an allegation of fraud or willful misconduct or any other claims that cannot be excluded under the laws of the Federal Republic of Germany.

(c) The liability provisions of this Client Agreement, including, without limitation, the limitations of liability, shall also apply for the benefit of any BDO Firms assisting us as subcontractors. Such BDO subcontractors have the right to directly invoke the provisions of the foregoing section 9 (b) of these STC.

10. BDO Legal Rechtsanwaltsgesellschaft mbH (BDO Legal) and BDO Group

(a) If in connection with our services you are also engaging BDO Legal or other companies of the BDO group, you hereby release us from our duty of confidentiality with respect to all engagement-related information in relation to BDO Legal and/or other companies of the BDO group, so that services can be rendered as smoothly and efficiently as possible.

(b) We are legally independent from BDO Legal and from other companies of the BDO group, we neither assume responsibility for their actions or omissions, nor do we form partnership under civil law (*Gesellschaft bürgerlichen Rechts - GbR*) with BDO Legal or any company of the BDO group, nor are we subject to joint and several liability with BDO Legal or any company of the BDO group.

11. Money-Laundering Act, Sanctions

Under the provisions of the German Money-Laundering Act (*Geldwäschegesetz - GwG*) we are required to follow certain identification procedures with respect to our contract partners. You are obligated to provide us, fully and truthfully, with all information and documentation that must be provided under the German Money-Laundering Act, and you are obligated to update such information and documentation without demand in the further course of the business relationship. We hereby expressly advise you of our obligations to terminate business relationships in accordance with applicable provisions of the German Money-Laundering Act. We further note that we also review our business relationships, *inter alia*, for relevant national or international sanctions. We reserve the right to terminate a business relationship without notice if we determine in the course of any sanction reviews that you and/or any of your controlling shareholders/partners are subject to relevant sanctions.

12. Marketing

Unless we are instructed otherwise by you in writing or highly personal matters or mandates of consumers within the meaning of sec. 13 of the German Civil Code are involved, you hereby allow us to use the type and nature of our contract with you for marketing purposes. This authorization exclusively covers a factual description of the basic nature of the contract and the client (e.g., reference lists with firm and logo, as well as scorecards).

13. Statute of Limitations

(a) The limitation of warranty claims is subject to section 7 (2) of the GET. The limitation of all other claims is as provided in the following subsections.

(b) In cases of simple negligence not involving harm to life, body, freedom or health, all claims against us shall be subject to a general limitation period of one year.

(c) The limitation period shall begin to run at the end of the calendar year in which the claim occurred and in which you discovered or absent gross negligence would have discovered the circumstances giving rise to the claim as well as the identity of the liable party ("knowledge or grossly negligent lack of knowledge"). Irrespective of the above, claims shall be time-barred after a period of five years after they occurred, or, without regard to their occurrence and to your knowledge or grossly negligent lack of knowledge, ten years after the act, breach of duty or any other event triggering the damage. Whichever deadline expires first shall be relevant.

(d) Except as provided herein, the limitation of claims shall be governed by applicable law.

14. Jurisdiction, Form, Severability

(a) If you are a merchant (*Kaufmann*), a legal entity under public law or a special fund under public law, or if you do not have a general place of jurisdiction in Germany, the place of jurisdiction for any and all disputes arising from or in connection with the Client Agreement shall, at our option, be (i) Hamburg/Germany, (ii) the place at which the work in dispute was performed, or (iii) the place of your registered office or residence.

(b) Any amendment, supplement or cancellation of the Client Agreement shall be made at least in text form (sec. 126b German Civil Code). This shall also apply to any amendment, supplement, or cancellation of this clause 14 (b) STC.

(c) If any provision of this agreement - in whole or in part - is held to be invalid or otherwise impracticable, the other provisions shall remain in full force and effect. Any invalid or impracticable provision shall be deemed to be replaced by such valid and enforceable provision as comes as close as possible to the economic intent of the invalid or unenforceable provision. The foregoing shall apply, *mutatis mutandis*, if any provision has been inadvertently omitted from this agreement.

General Engagement Terms

for

Wirtschaftsprüferinnen, Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften

[German Public Auditors and Public Audit Firms]

as of January 1, 2024

1. Scope of application

(1) These engagement terms apply to contracts between German Public Auditors (Wirtschaftsprüferinnen/Wirtschaftsprüfer) or German Public Audit Firms (Wirtschaftsprüfungsgesellschaften) – hereinafter collectively referred to as "German Public Auditors" – and their engaging parties for assurance services, tax advisory services, advice on business matters and other engagements except as otherwise agreed in writing (Textform) or prescribed by a mandatory rule.

(2) Third parties may derive claims from contracts between German Public Auditors and engaging parties only when this is agreed or results from mandatory rules prescribed by law. In relation to such claims, these engagement terms also apply to these third parties. A German Public Auditor is also entitled to invoke objections (Einwendungen) and defences (Einreden) arising from the contractual relationship with the engaging party to third parties.

2. Scope and execution of the engagement

(1) Object of the engagement is the agreed service – not a particular economic result. The engagement will be performed in accordance with the German Principles of Proper Professional Conduct (Grundsätze ordnungsmäßiger Berufsausübung). The German Public Auditor does not assume any management functions in connection with his services. The German Public Auditor is not responsible for the use or implementation of the results of his services. The German Public Auditor is entitled to make use of competent persons to conduct the engagement.

(2) Except for assurance engagements (betriebswirtschaftliche Prüfungen), the consideration of foreign law requires an express agreement in writing (Textform).

(3) If circumstances or the legal situation change subsequent to the release of the final professional statement, the German Public Auditor is not obligated to refer the engaging party to changes or any consequences resulting therefrom.

3. The obligations of the engaging party to cooperate

(1) The engaging party shall ensure that all documents and further information necessary for the performance of the engagement are provided to the German Public Auditor on a timely basis, and that he is informed of all events and circumstances that may be of significance to the performance of the engagement. This also applies to those documents and further information, events and circumstances that first become known during the German Public Auditor's work. The engaging party will also designate suitable persons to provide information.

(2) Upon the request of the German Public Auditor, the engaging party shall confirm the completeness of the documents and further information submitted as well as the explanations and statements provided in statement as drafted by the German Public Auditor or in a legally accepted written form (gesetzliche Schriftform) or any other form determined by the German Public Auditor.

4. Ensuring independence

(1) The engaging party shall refrain from anything that endangers the independence of the German Public Auditor's staff. This applies throughout the term of the engagement, and in particular to offers of employment or to assume an executive or non-executive role, and to offers to accept engagements on their own behalf.

(2) Were the performance of the engagement to impair the independence of the German Public Auditor, of related firms, firms within his network, or such firms associated with him, to which the independence requirements apply in the same way as to the German Public Auditor in other engagement relationships, the German Public Auditor is entitled to terminate the engagement for good cause.

5. Reporting and oral information

To the extent that the German Public Auditor is required to present results in a legally accepted written form (gesetzliche Schriftform) or in writing (Textform) as part of the work in executing the engagement, only that

presentation is authoritative. Draft of such presentations are non-binding. Except as otherwise provided for by law or contractually agreed, oral statements and explanations by the German Public Auditor are binding only when they are confirmed in writing (Textform). Statements and information of the German Public Auditor outside of the engagement are always non-binding.

6. Distribution of, a German Public Auditor's professional statement

(1) The distribution to a third party of professional statements of the German Public Auditor (results of work or extracts of the results of work whether in draft or in a final version) or information about the German Public Auditor acting for the engaging party requires the German Public Auditor's consent be issued in writing (Textform), unless the engaging party is obligated to distribute or inform due to law or a regulatory requirement.

(2) The use by the engaging party for promotional purposes of the German Public Auditor's professional statements and of information about the German Public Auditor acting for the engaging party is prohibited.

7. Deficiency rectification

(1) In case there are any deficiencies, the engaging party is entitled to specific subsequent performance by the German Public Auditor. The engaging party may reduce the fees or cancel the contract for failure of such subsequent performance, for subsequent non-performance or unjustified refusal to perform subsequently, or for unconscionability or impossibility of subsequent performance. If the engagement was not commissioned by a consumer, the engaging party may only cancel the contract due to a deficiency if the service rendered is not relevant to him due to failure of subsequent performance, to subsequent non-performance, to unconscionability or impossibility of subsequent performance. No. 9 applies to the extent that further claims for damages exist.

(2) The engaging party must assert a claim for subsequent performance (Nacherfüllung) in writing (Textform) without delay. Claims for subsequent performance pursuant to paragraph 1 not arising from an intentional act expire after one year subsequent to the commencement of the time limit under the statute of limitations.

(3) Apparent deficiencies, such as clerical errors, arithmetical errors and deficiencies associated with technicalities contained in a German Public Auditor's professional statement (long-form reports, expert opinions etc.) may be corrected – also versus third parties – by the German Public Auditor at any time. Misstatements which may call into question the results contained in a German Public Auditor's professional statement entitle the German Public Auditor to withdraw such statement – also versus third parties. In such cases the German Public Auditor should first hear the engaging party, if practicable.

8. Confidentiality towards third parties, and data protection

(1) Pursuant to the law (§ [Article] 323 Abs 1 [paragraph 1] HGB [German Commercial Code: Handelsgesetzbuch], § 43 WPO [German Law regulating the Profession of Wirtschaftsprüfer: Wirtschaftsprüferordnung], § 203 StGB [German Criminal Code: Strafgesetzbuch]) the German Public Auditor is obligated to maintain confidentiality regarding facts and circumstances confided to him or of which he becomes aware in the course of his professional work, unless the engaging party releases him from this confidentiality obligation.

(2) When processing personal data, the German Public Auditor will observe national and European legal provisions on data protection.

9. Liability

(1) For legally required services by German Public Auditors, in particular audits, the respective legal limitations of liability, in particular the limitation of liability pursuant to § 323 Abs. 2 HGB, apply.

(2) Insofar neither a statutory limitation of liability is applicable, nor an individual contractual limitation of liability exists, claims for damages due to negligence arising out of the contractual relationship between the

engaging party and the German Public Auditor, except for damages resulting from injury to life, body or health as well as for damages that constitute a duty of replacement by a producer pursuant to § 1 ProdHaftG [German Product Liability Act: Produkthaftungsgesetz], are limited to € 4 million pursuant to § 54 a Abs. 1 Number 2 WPO. This applies equally to claims against the German Public Auditor made by third parties arising from, or in connection with, the contractual relationship.

(3) When multiple claimants assert a claim for damages arising from an existing contractual relationship with the German Public Auditor due to the German Public Auditor's negligent breach of duty, the maximum amount stipulated in paragraph 2 applies to the respective claims of all claimants collectively.

(4) The maximum amount under paragraph 2 relates to an individual case of damages. An individual case of damages also exists in relation to a uniform damage arising from a number of breaches of duty. The individual case of damages encompasses all consequences from a breach of duty regardless of whether the damages occurred in one year or in a number of successive years. In this case, multiple acts or omissions based on the same source of error or on a source of error of an equivalent nature are deemed to be a single breach of duty if the matters in question are legally or economically connected to one another. In this event the claim against the German Public Auditor is limited to € 5 million.

(5) A claim for damages expires if a suit is not filed within six months subsequent to the written statement (Textform) of refusal of acceptance of the indemnity and the engaging party has been informed of this consequence. This does not apply to claims for damages resulting from scienter, a culpable injury to life, body or health as well as for damages that constitute a liability for replacement by a producer pursuant to § 1 ProdHaftG. The right to invoke a plea of the statute of limitations remains unaffected.

(6) § 323 HGB remains unaffected by the rules in paragraphs 2 to 5.

10. Supplementary provisions for audit engagements

(1) If the engaging party subsequently amends the financial statements or management report audited by a German Public Auditor and accompanied by an auditor's report (Bestätigungsvermerk), he may no longer use this auditor's report.

If the German Public Auditor has not issued an auditor's report, a reference to the audit conducted by the German Public Auditor in the management report or any other public reference is permitted only with the German Public Auditor's consent, issued in a legally accepted written form (gesetzliche Schriftform), and with a wording authorized by him.

(2) If the German Public Auditor revokes the auditor's report, it may no longer be used. If the engaging party has already made use of the auditor's report, then upon the request of the German Public Auditor he must give notification of the revocation.

(3) The engaging party has a right to five official copies of the report. Additional official copies will be charged separately.

11. Supplementary provisions for assistance in tax matters

(1) When advising on an individual tax issue as well as when providing ongoing tax advice, the German Public Auditor is entitled to use as a correct and complete basis the facts provided by the engaging party – especially numerical disclosures; this also applies to bookkeeping engagements. Nevertheless, he is obligated to indicate to the engaging party any material errors he has identified.

(2) The tax advisory engagement does not encompass procedures required to observe deadlines, unless the German Public Auditor has explicitly accepted a corresponding engagement. In this case the engaging party must provide the German Public Auditor with all documents required to observe deadlines – in particular tax assessments – on such a timely basis that the German Public Auditor has an appropriate lead time.

(3) Except as agreed otherwise in writing (Textform), ongoing tax advice encompasses the following work during the contract period:

- preparation and electronic transmission of annual tax returns, including financial statements for tax purposes in electronic format, for income tax, corporate tax and business tax, namely on the basis of the annual financial statements, and on other schedules and evidence documents required for the taxation, to be provided by the engaging party
- examination of tax assessments in relation to the taxes referred to in (a)
- negotiations with tax authorities in connection with the returns and assessments mentioned in (a) and (b)
- support in tax audits and evaluation of the results of tax audits with respect to the taxes referred to in (a)
- participation in petition or protest and appeal procedures with respect to the taxes mentioned in (a).

In the aforementioned tasks the German Public Auditor takes into account material published legal decisions and administrative interpretations.

(4) If the German Public auditor receives a fixed fee for ongoing tax advice, the work mentioned under paragraph 3 (d) and (e) is to be remunerated separately, except as agreed otherwise in writing (Textform).

(5) Insofar the German Public Auditor is also a German Tax Advisor and the German Tax Advice Remuneration Regulation (Steuerberatungsvergütungsverordnung) is to be applied to calculate the remuneration, a greater or lesser remuneration than the legal default remuneration can be agreed in writing (Textform).

(6) Work relating to special individual issues for income tax, corporate tax, business tax and valuation assessments for property units as well as all issues in relation to sales tax, payroll tax, other taxes and dues requires a separate engagement. This also applies to:

- work on non-recurring tax matters, e.g. in the field of estate tax and real estate sales tax;
- support and representation in proceedings before tax and administrative courts and in criminal tax matters;
- advisory work and work related to expert opinions in connection with changes in legal form and other re-organizations, capital increases and reductions, insolvency related business reorganizations, admission and retirement of owners, sale of a business, liquidations and the like, and
- support in complying with disclosure and documentation obligations.

(7) To the extent that the preparation of the annual sales tax return is undertaken as additional work, this includes neither the review of any special accounting prerequisites nor the issue as to whether all potential sales tax allowances have been identified. No guarantee is given for the complete compilation of documents to claim the input tax credit.

12. Electronic communication

Communication between the German Public Auditor and the engaging party may be via e-mail. In the event that the engaging party does not wish to communicate via e-mail or sets special security requirements, such as the encryption of e-mails, the engaging party will inform the German Public Auditor in writing (Textform) accordingly.

13. Remuneration

(1) In addition to his claims for fees, the German Public Auditor is entitled to claim reimbursement of his expenses; sales tax will be billed additionally. He may claim appropriate advances on remuneration and reimbursement of expenses and may make the delivery of his services dependent upon the complete satisfaction of his claims. Multiple engaging parties are jointly and severally liable.

(2) If the engaging party is not a consumer, then a set-off against the German Public Auditor's claims for remuneration and reimbursement of expenses is admissible only for undisputed claims or claims determined to be legally binding.

14. Dispute Settlement

The German Public Auditor is not prepared to participate in dispute settlement procedures before a consumer arbitration board (Verbraucherschlichtungsstelle) within the meaning of § 2 of the German Act on Consumer Dispute Settlements (Verbraucherstreitbeilegungsgesetz).

15. Applicable law

The contract, the performance of the services and all claims resulting therefrom are exclusively governed by German law.








Apellis Germany GmbH - Final Report FS 2024

Final Audit Report

2025-12-04

Created:	2025-12-04 (Eastern Standard Time)
By:	Andrea Mueller (andrea.mueller@apellis.com)
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