

# Certification

**Chora GmbH**  
**München**

**Preparation of the annual statement of account  
for the business year from 01 January 2024 to 31 December 2024**



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**General Engagement Terms for Wirtschaftsprüfer and  
Wirtschaftsprüfungsgesellschaften as of January 1, 2017**

Certification

**To Chora GmbH**

**In accordance with the terms of our engagement, we have prepared the following annual financial statements – comprising the balance sheet and income statement – of Chora GmbH for the financial year from 01 January 2024 to 31 December 2024 in accordance with the provisions of German Commercial Law.**

**The basis of preparation was the accounting records maintained by us and the additional vouchers and inventory records provided to us, which we have not audited in accordance with the terms of our engagement, as well as the information provided to us.**

**The accounting records and the preparation of the inventory records and the annual financial statements in accordance with the provisions of German Commercial Law are the responsibility of the company's management.**

We have performed our engagement in accordance with the statement of the "Bundessteuerberaterkammer" on the Principles for the Preparation of Annual Financial Statements. This engagement comprises the preparation of the balance sheet and income statement, on the basis of the accounting records, the inventory records and the accounting policies required to be applied.

We issue this report on the basis of the engagement agreed with the company which comprises the attached General Terms of Engagement for Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften as of January 1, 2017. Our responsibility for the execution of the engagement results solely from the engagement with the company and exists solely with respect to it. An inclusion of third parties in the cover provided by the engagement was not agreed; accordingly, we do not assume any responsibility exceeding our engagement towards third parties.

Kiel, February 24, 2025

**PricewaterhouseCoopers GmbH  
Wirtschaftsprüfungsgesellschaft**

  
ppa. Malte Haß  
Steuerberater

  
i.V. Daniela Schlüter

## Attachments

## Balance sheet as at 31 December 2024

**Chora GmbH, München****ASSETS**

	Financial Year EUR	Prior Year EUR
<b>A. Noncurrent assets</b>		
<b>I. Tangible fixed assets</b>		
1. Other equipment, operating and office equipment	92,802.00	50,576.00
<b>Total noncurrent asset</b>	<b>92,802.00</b>	<b>50,576.00</b>
<b>B. Current assets</b>		
<b>I. Receivables and other assets</b>		
1. Trade receivables	367.20	0.00
2. Receivables from affiliated companies	5,312.19	0.00
3. Other assets	<u>36,891.39</u>	<u>60,807.97</u>
	<b>42,570.78</b>	<b>60,807.97</b>
<b>II. Cash on hand, central bank balances, bank balances, and checks</b>	<b>85,269.20</b>	<b>50,732.77</b>
<b>Total current assets</b>	<b>127,839.98</b>	<b>111,540.74</b>
<b>C. Prepaid expenses</b>	<b>681.00</b>	<b>0.00</b>
	<u>221,322.98</u>	<u>162,116.74</u>

Balance sheet as at 31 December 2024

**Chora GmbH, München****TOTAL EQUITY AND LIABILITIES**

	Financial Year EUR	Prior Year EUR
<b>A. Equity</b>		
<b>I. Subscribed capital</b>	<b>25,000.00</b>	<b>25,000.00</b>
<b>II. Retained profits brought forward</b>	<b>49,011.20</b>	<b>15,929.26</b>
<b>III. Net income for the financial year</b>	<b>66,179.17</b>	<b>33,081.94</b>
<b>Total equity</b>	<b>140,190.37</b>	<b>74,011.20</b>
<b>B. Provisions</b>		
<b>1. Provisions for taxes</b>	<b>32,094.12</b>	<b>7,847.00</b>
<b>2. Other provisions</b>	<b>20,737.50</b>	<b>21,500.00</b>
	<b>52,831.62</b>	<b>29,347.00</b>
<b>C. Liabilities</b>		
<b>1. Trade payables</b>	<b>1,536.59</b>	<b>5,281.32</b>
- of which remaining term up to 1 year EUR 1,536.59 (EUR 5,281.32)		
<b>2. Liabilities to affiliated companies</b>	<b>0.00</b>	<b>30,589.81</b>
- of which remaining term up to 1 year EUR 0.00 (EUR 30,589.81)		
<b>3. Other liabilities</b>	<b>26,764.40</b>	<b>22,887.41</b>
- of which taxes EUR 23,133.75 (EUR 19,742.21)		
- of which social security EUR 3,611.85 (EUR 3,022.75)		
- of which remaining term up to 1 year EUR 26,764.40 (EUR 22,887.41)		
	<b>28,300.99</b>	<b>58,758.54</b>
	<b>221,322.98</b>	<b>162,116.74</b>

Profit and Loss account  
from 01/01/2024 to 31/12/2024

**Chora GmbH, München**

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	Financial Year EUR	Prior Year EUR
<b>1. Sales</b>	<b>2,115,900.00</b>	<b>1,144,551.70</b>
<b>2. Other operating income</b>	<b>13,120.51</b>	<b>6,124.80</b>
- of which income from currency translation EUR 63.82 (EUR 2.20)		
<b>3. Cost of materials</b>		
a) Cost of raw materials, consumables and supplies, and of purchased merchandise	39,999.00	-15.42
<b>4. Personnel expenses</b>		
a) Wages and salaries	1,463,532.48	678,970.52
b) Social security costs and expenses for old age pensions and other benefits	107,849.30	78,258.76
	<b>1,571,381.78</b>	<b>757,229.28</b>
<b>5. Depreciation and amortization</b>		
a) Of noncurrent intangible assets and property, plant and equipment	11,111.00	7,976.94
<b>6. Other operating expenses</b>	<b>407,071.64</b>	<b>322,373.38</b>
- of which currency translation losses EUR 668.28 (EUR 344.02)		
<b>7. Interest and similar expenses</b>	<b>0.00</b>	<b>8,610.00</b>
- of which from affiliated companies EUR 0.00 (EUR 8,610.00)		
<b>8. Taxes on income and earnings</b>	<b>33,277.92</b>	<b>21,420.38</b>
<b>9. Net income/net loss after tax</b>	<b>66,179.17</b>	<b>33,081.94</b>
<b>10. Net income for the financial year</b>	<b>66,179.17</b>	<b>33,081.94</b>

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Munich, February 24, 2025

Kim Larsen

Kim Vestergaard Larsen

Chora GmbH

Balance sheet accounts as at 31 December 2024

## Chora GmbH, München

## ASSETS

Account	Description	Financial Year EUR	Prior Year EUR
	Other equipment, operating and office equipment		
<b>300</b>	<b>Operating and office equipment</b>	<b>16,570.00</b>	<b>20,030.00</b>
<b>420</b>	<b>Office fittings</b>	<b>48,359.00</b>	<b>30,546.00</b>
<b>490</b>	<b>Other operating and office equipment</b>	<b>27,873.00</b>	<b>0.00</b>
		<b>92,802.00</b>	<b>50,576.00</b>
	Trade receivables		
<b>1410</b>	<b>Trade receivables</b>	<b>367.20</b>	<b>0.00</b>
	Receivables from affiliated companies		
<b>700</b>	<b>Liabilities to affiliated companies</b>	<b>5,312.19</b>	<b>0.00</b>
	Other assets		
<b>1525</b>	<b>Security deposits</b>	<b>29,620.62</b>	<b>29,620.62</b>
<b>1526</b>	<b>Security deposits rem. term 1 yr.</b>	<b>4,000.00</b>	<b>4,000.00</b>
<b>1549</b>	<b>Reclaimed corporate income tax</b>	<b>63.39</b>	<b>63.39</b>
<b>1591</b>	<b>Settlement expenses employee</b>	<b>9.00</b>	<b>0.00</b>
<b>1600</b>	<b>Trade payables</b>	<b>0.00</b>	<b>1,758.82</b>
		<b>33,693.01</b>	<b>35,442.83</b>
<b>1571</b>	<b>Deductible input tax 7%</b>	<b>519.60</b>	<b>668.27</b>
<b>1574</b>	<b>Dedctbl input tax on intra-EU acqstn 19%</b>	<b>7,625.46</b>	<b>679.01</b>
<b>1576</b>	<b>Deductible input tax 19%</b>	<b>40,322.19</b>	<b>29,469.84</b>
<b>1577</b>	<b>Dedctbl inpt tax sec 13b UStG 19%</b>	<b>13,961.95</b>	<b>15,598.16</b>
<b>1774</b>	<b>VAT on intra-EU acquisitions 19%</b>	<b>-7,625.46</b>	<b>-679.01</b>
<b>1776</b>	<b>VAT 19%</b>	<b>-7,897.73</b>	<b>-137.91</b>
<b>1780</b>	<b>VAT prepayments</b>	<b>-32,944.06</b>	<b>-52,301.20</b>
<b>1781</b>	<b>VAT prepayments 1/11</b>	<b>0.00</b>	<b>22,301.00</b>
<b>1787</b>	<b>VAT under section 13b UStG 19%</b>	<b>-13,961.95</b>	<b>-15,598.16</b>
<b>1789</b>	<b>VAT, current year</b>	<b>3,198.38</b>	<b>25,365.14</b>
		<b>3,198.38</b>	<b>25,365.14</b>
		<b>36,891.39</b>	<b>60,807.97</b>
	Cash on hand, central bank balances, bank balances, and checks		
<b>1200</b>	<b>Bank</b>	<b>85,269.20</b>	<b>50,732.77</b>
	Prepaid expenses		
<b>980</b>	<b>Prepaid expenses</b>	<b>681.00</b>	<b>0.00</b>
		<b>221,322.98</b>	<b>162,116.74</b>

Balance sheet accounts as at 31 December 2024

## Chora GmbH, München

## TOTAL EQUITY AND LIABILITIES

Account	Description	Financial Year EUR	Prior Year EUR
	Subscribed capital		
<b>800</b>	<b>Subscribed capital</b>	<b>25,000.00</b>	<b>25,000.00</b>
	Retained profits brought forward		
<b>860</b>	<b>Retained profits bef apprprtn net profit</b>	<b>49,011.20</b>	<b>15,929.26</b>
	Net income for the financial year		
	<b>Net income for the financial year</b>	<b>66,179.17</b>	<b>33,081.94</b>
	Provisions for taxes		
<b>956</b>	<b>Provision for trade tax, EStG s. 4(5b)</b>	<b>25,148.00</b>	<b>7,847.00</b>
<b>963</b>	<b>Provisions for corporate income tax</b>	<b>6,946.12</b>	<b>0.00</b>
		<b>32,094.12</b>	<b>7,847.00</b>
	Other provisions		
<b>970</b>	<b>Other provisions</b>	<b>12,337.50</b>	<b>10,750.00</b>
<b>977</b>	<b>Provsns period-end closing/ audit costs</b>	<b>8,400.00</b>	<b>10,750.00</b>
		<b>20,737.50</b>	<b>21,500.00</b>
	Trade payables		
<b>1600</b>	<b>Trade payables</b>	<b>1,536.59</b>	<b>5,281.32</b>
	of which remaining term up to 1 year		
	EUR 1,536.59 (EUR 5,281.32)		
<b>1600</b>	<b>Trade payables</b>		
	Liabilities to affiliated companies		
<b>700</b>	<b>Liabilities to affiliated companies</b>	<b>0.00</b>	<b>30,589.81</b>
	of which remaining term up to 1 year		
	EUR 0.00 (EUR 30,589.81)		
<b>700</b>	<b>Liabilities to affiliated companies</b>		
	Other liabilities		
<b>1591</b>	<b>Settlement expenses employee</b>	<b>0.00</b>	<b>122.45</b>
<b>1700</b>	<b>Other liabilities</b>	<b>18.80</b>	<b>0.00</b>
<b>1741</b>	<b>Wage and church tax payables</b>	<b>23,133.75</b>	<b>19,742.21</b>
<b>1742</b>	<b>Social security liabilities</b>	<b>3,011.85</b>	<b>2,902.75</b>
<b>1750</b>	<b>Liablts fr cap.-forming payment arr.</b>	<b>600.00</b>	<b>120.00</b>
		<b>26,764.40</b>	<b>22,887.41</b>
	of which taxes EUR 23,133.75		
	(EUR 19,742.21)		
<b>1741</b>	<b>Wage and church tax payables</b>		
<b>Carried forward</b>		<b>221,322.98</b>	<b>162,116.74</b>

Balance sheet accounts as at 31 December 2024

**Chora GmbH, München****TOTAL EQUITY AND LIABILITIES**

Account	Description	Financial Year EUR	Prior Year EUR
<b>Brought forward</b>		<b>221,322.98</b>	<b>162,116.74</b>
	of which social security EUR 3,611.85 (EUR 3,022.75)		
<b>1742</b>	<b>Social security liabilities</b>		
<b>1750</b>	<b>Liabls fr cap.-forming payment arr.</b>		
	of which remaining term up to 1 year EUR 26,764.40 (EUR 22,887.41)		
<b>1591</b>	<b>Settlement expenses employee</b>		
<b>1700</b>	<b>Other liabilities</b>		
<b>1741</b>	<b>Wage and church tax payables</b>		
<b>1742</b>	<b>Social security liabilities</b>		
<b>1750</b>	<b>Liabls fr cap.-forming payment arr.</b>		
		<b>221,322.98</b>	<b>162,116.74</b>

Income statement accounts  
from 01/01/2024 to 31/12/2024

## Chora GmbH, München

Account	Description	Financial Year EUR	Prior Year EUR
	Sales		
<b>8336</b>	<b>Tax-exempt other serv. s. 18b UStG</b>	<b>2,075,901.00</b>	<b>1,144,551.70</b>
<b>8400</b>	<b>Revenue 19% VAT</b>	<b>39,999.00</b>	<b>0.00</b>
		<b>2,115,900.00</b>	<b>1,144,551.70</b>
	Other operating income		
<b>2660</b>	<b>Currency translation gains</b>	<b>63.82</b>	<b>2.20</b>
<b>2749</b>	<b>Refunds AAG</b>	<b>8,209.80</b>	<b>5,396.77</b>
<b>8603</b>	<b>Other operating income</b>	<b>0.01</b>	<b>0.00</b>
<b>8611</b>	<b>Allctd.oth.n-c bnfts provsn car 19% VAT</b>	<b>1,567.88</b>	<b>725.83</b>
<b>8614</b>	<b>Allocated other non-cash bnfts no VAT</b>	<b>3,279.00</b>	<b>0.00</b>
		<b>13,120.51</b>	<b>6,124.80</b>
	of which income from currency translation EUR 63.82 (EUR 2.20)		
<b>2660</b>	<b>Currency translation gains</b>		
	Cost of raw materials, consumables and supplies, and of purchased merchandise		
<b>3425</b>	<b>Intra-EU acqstns 19% input tax/VAT</b>	<b>39,999.00</b>	<b>0.00</b>
<b>3736</b>	<b>Cash discounts received, 19% input tax</b>	<b>0.00</b>	<b>-15.42</b>
		<b>39,999.00</b>	<b>-15.42</b>
	Wages and salaries		
<b>4120</b>	<b>Salaries</b>	<b>1,453,634.57</b>	<b>675,590.46</b>
<b>4145</b>	<b>Volunt. social bnfts subj to wage tax</b>	<b>8,195.35</b>	<b>2,597.77</b>
<b>4198</b>	<b>Flat-rate taxes for employees</b>	<b>1,702.56</b>	<b>782.29</b>
		<b>1,463,532.48</b>	<b>678,970.52</b>
	Social security costs and expenses for old age pensions and other benefits		
<b>4130</b>	<b>Statutory social security expenses</b>	<b>100,147.83</b>	<b>74,836.72</b>
<b>4138</b>	<b>Contrib. to occup. health/safety agency</b>	<b>3,072.71</b>	<b>2,097.38</b>
<b>4140</b>	<b>Vol. social bnfts not subj to wage tx</b>	<b>4,628.76</b>	<b>1,324.66</b>
		<b>107,849.30</b>	<b>78,258.76</b>
	Depreciation and amortization		
	Of noncurrent intangible assets and property, plant and equipment		
<b>4830</b>	<b>Depreciation of tangible fixed assets</b>	<b>11,111.00</b>	<b>3,407.92</b>
<b>4855</b>	<b>Immediate write-off of low-value assets</b>	<b>0.00</b>	<b>4,569.02</b>
		<b>11,111.00</b>	<b>7,976.94</b>
	Other operating expenses		
<b>2020</b>	<b>Prior-period expenses</b>	<b>713.30</b>	<b>0.00</b>
<b>2150</b>	<b>Currency translation losses</b>	<b>668.28</b>	<b>344.02</b>
		<b>-1,381.58</b>	<b>-344.02</b>
<b>Carried forward</b>		<b>506,528.73</b>	<b>385,485.70</b>

Income statement accounts  
from 01/01/2024 to 31/12/2024

Chora GmbH, München

Account	Description	Financial Year EUR	Prior Year EUR
<b>Brought forward</b>		<b>506,528.73</b>	<b>385,485.70</b>
		<b>-1,381.58</b>	<b>-344.02</b>
	Other operating expenses		
4210	Rent (immovable property)	44,251.20	62,114.40
4228	Incidental rental/lease exp. (SBI)	5,531.40	5,648.55
4240	Gas, electricity, water	870.95	284.08
4250	Cleaning	6,701.40	3,688.50
4260	Maintenance of operating premises	1,515.43	886.08
4280	Other occupancy costs	237.50	410.61
4360	Insurance premiums	1,746.45	1,427.10
4380	Contributions	1,982.50	530.56
4396	Late filing penalties/ admin. fines	3.00	134.80
4595	Third-party vehicle expenses	7,034.08	4,882.22
4600	Advertising expenses	9,445.58	11,551.24
4640	Corporate hospitality expenses	85,433.07	64,216.88
4650	Entertainment expenses	3,510.41	5,092.11
4653	Small gifts	1,076.59	2,063.92
4654	Non-deductible entertainm. expenses	1,504.50	2,182.32
4660	Employee travel expenses	35,942.82	50,747.88
4661	Travel expenses according to report	5,127.48	4,688.53
4663	Employee travel expnses, cost of travel	6,137.92	5,660.88
4664	Employee trav. expn, addnl substnc costs	8,084.75	7,922.71
4666	Employee trav. expn, accommodation costs	29,747.18	24,969.55
4809	Other repairs and maintenance	401.70	0.00
4900	Other operating expenses	1,971.67	3,643.09
4901	Lunch purchase	2,254.39	1,337.85
4909	Purchased services/ third-party services	38,394.17	0.00
4910	Postage	1,383.71	875.87
4920	Telephone	5,940.71	4,054.37
4930	Office supplies	307.98	1,413.44
4940	Newspapers, books (specialist lit.)	0.00	12.99
4945	Training costs	0.00	3,430.00
4950	Legal and consulting expenses	71,730.30	13,478.04
4955	Bookkeeping expenses	18,076.25	19,019.00
4957	Period-end closing and audit costs	5,250.00	5,250.00
4964	Expensions for licences, concessions	2,031.87	2,110.82
4969	Environmtl remed./ waste disposal expns	143.57	0.00
4970	Incidental monetary transaction costs	1,428.59	1,218.33
4980	Operating supplies	490.94	6,310.23
4985	Tools and minor equipment	0.00	772.41
		<b>407,071.64</b>	<b>322,373.38</b>

of which currency translation losses  
EUR 668.28 (EUR 344.02)**2150** **Currency translation losses**

<b>Carried forward</b>	<b>99,457.09</b>	<b>63,112.32</b>
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Income statement accounts  
from 01/01/2024 to 31/12/2024

Chora GmbH, München

Account	Description	Financial Year EUR	Prior Year EUR
<b>Brought forward</b>		<b>99,457.09</b>	<b>63,112.32</b>
Interest and similar expenses			
<b>2109 Interest expenses affiliated companies</b>		<b>0.00</b>	<b>8,610.00</b>
of which from affiliated companies			
EUR 0.00 (EUR 8,610.00)			
<b>2109 Interest expenses affiliated companies</b>			
Taxes on income and earnings			
<b>2200 Corporate income tax</b>		<b>15,144.00</b>	<b>8,969.51</b>
<b>2203 Corporate income tax for prior years</b>		<b>0.00</b>	<b>2,663.87</b>
<b>2208 Solidarity surcharge</b>		<b>832.92</b>	<b>0.00</b>
<b>2281 Backp/refunds trade tax pr yrs, s 4/5</b>		<b>0.00</b>	<b>1,940.00</b>
<b>4320 Trade tax</b>		<b>17,301.00</b>	<b>7,847.00</b>
		<b>33,277.92</b>	<b>21,420.38</b>
Net income for the financial year		<u>66,179.17</u>	<u>33,081.94</u>

# General Engagement Terms

## for

### Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften

#### [German Public Auditors and Public Audit Firms]

#### as of January 1, 2017

## 1. Scope of application

(1) These engagement terms apply to contracts between German Public Auditors (*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 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 expressly agreed or results from mandatory rules prescribed by law. In relation to such claims, these engagement terms also apply to these 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 written agreement.

(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 provided as well as the explanations and statements, in a written statement drafted 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 writing as part of the work in executing the engagement, only that written work is authoritative. Drafts are non-binding. Except as otherwise agreed, oral statements and explanations by the German Public Auditor are binding only when they are confirmed in writing. 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 written consent, 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 the rectification of deficiencies in writing (*Textform*) [Translators Note: The German term "Textform" means in written form, but without requiring a signature] without delay. Claims 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, the liability of the German Public Auditor for claims for damages of any other kind, 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*], for an individual case of damages caused by negligence is limited to € 4 million pursuant to § 54 a Abs. 1 Nr. 2 WPO.

(3) The German Public Auditor is entitled to invoke demurs and defenses based on the contractual relationship with the engaging party also towards third parties.

(4) 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.

(5) An individual case of damages within the meaning of paragraph 2 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. The limitation to the fivefold of the minimum amount insured does not apply to compulsory audits required by law.

(6) A claim for damages expires if a suit is not filed within six months subsequent to the written 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.

## 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, 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 written consent 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 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, ongoing tax advice encompasses the following work during the contract period:

- a) preparation of annual tax returns for income tax, corporate tax and business tax, as well as wealth tax returns, 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
- b) examination of tax assessments in relation to the taxes referred to in (a)
- c) negotiations with tax authorities in connection with the returns and assessments mentioned in (a) and (b)
- d) support in tax audits and evaluation of the results of tax audits with respect to the taxes referred to in (a)
- e) 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.

(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, valuation assessments for property units, wealth tax, as well as all issues in relation to sales tax, payroll tax, other taxes and dues requires a separate engagement. This also applies to:

- a) work on non-recurring tax matters, e.g. in the field of estate tax, capital transactions tax, and real estate sales tax;
- b) support and representation in proceedings before tax and administrative courts and in criminal tax matters;
- c) 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
- d) 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.