

SNPC GmbH

Berlin

Report on the preparation
of the financial statements as of December 31, 2023

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1. Engagement to prepare the financial statements

The management of

SNPC GmbH, Berlin

- hereinafter also referred to as "Company" -

engaged us to prepare the financial statements for the year ended December 31, 2023 on the basis of the accounts kept by the Company and the additional vouchers and inventory records provided to us, which we have not audited, in accordance with the information provided and in accordance with the statutory provisions and our client's instructions within this framework to exercise existing accounting options. We performed this engagement to prepare the financial statements in October and November 2024.

We would like to point out that, notwithstanding our preparation activities and the keeping of the Company's books by us, the legal representatives bear responsibility for the accounting records, the financial statements and the information and documents provided to us.

Furthermore, we have been engaged to prepare an abridged version of the annual financial statements intended for disclosure or filing, for which size-dependent relief is claimed.

As a small company within the meaning of section 267 of the German Commercial Code ["Handelsgesetzbuch": HGB], the Company is not required to prepare a management report.

Our report is in accordance with the announcement of the Federal Chamber of Tax Advisors on the principles for the preparation of annual financial statements as of 12/13 April 2010 and last amended by resolution of the Federal Chamber Assembly on March 28/29, 2022 [Verlautbarung der Bundessteuerberaterkammer zu den Grundsätzen für die Erstellung von Jahresabschlüssen].

The "General terms and conditions for German tax advisors (Steuerberater, Steuerbevollmächtigte) and professional-practice companies (Berufsausübungsgesellschaften) providing tax advice" of October 2023, which are attached to this report, apply to this engagement and will also govern our relationships with third parties in connection with this engagement.

This report is for internal use only. For the avoidance of doubt, we do not accept any responsibility, liability or other obligation to any third party or company unless we have agreed otherwise in writing with them or such an exclusion of liability would be legally invalid.

Within the scope of our engagement, we have observed the legal provisions for the preparation of financial statements as well as the principles of proper accounting. Compliance with other legal requirements and the identification and disclosure of non-compliance with laws and regulations that do not affect the accounting principles prescribed by law were not the subject of our engagement.

We were provided with all the explanations and supporting documentation we requested. Management has provided us with a representation letter confirming the completeness of these explanations and documentation, as well as the completeness of the books and records and financial statements.

This report is exclusively addressed to SNPC GmbH.

2. Basics for the preparation of financial statements

2.1 Books and accounting records

The Company is required to keep accounting records in accordance with the section 238 of the HGB.

The bookkeeping and payroll accounting has been kept by the Company on their own EDP - systems using the software of Lexware. The fixed assets accounting has been prepared on our EDP-systems using the respective software of DATEV e.G..

2.3 Financial statements and principles of accounting

The financial statements have been prepared on the basis of the previous year's balance sheet prepared by us, the books and records and the inventory records.

The financial statements have been prepared in accordance with sections 242 to 256a of the German Commercial Code ["Handelsgesetzbuch": HGB] and sections 264 to 288 HGB and the special provisions of the German Limited Liability Companies Act ["GmbH Gesetz": GmbHG] had to be applied. There are no additional accounting provisions in the Articles of Association.

In preparing the financial statements, the Company has made partial use of the economies of scale provided for in sections 264, 266, 274a, 276 and 288 HGB.

Details of accounting policies are given in the notes to the financial statements.

The financial statements for the year ended 31 December 2022 and the other required documents have been published in the electronic Federal gazette ("Bundesanzeiger").

3. Legal position, tax background and economic position

3.1 Legal position

Company`s name and seat:	SNPC GmbH, Berlin											
Company`s legal form:	GmbH											
Company`s address:	Knesebeckstraße 59 - 61, 10719 Berlin											
Foundation:	March 29, 2011											
Articles of association:	Valid with the version as of March 29, 2011											
Commercial register:	Local court of Berlin (Charlottenburg) HRB 134382											
Financial year:	January 1 until December 31											
Purpose of the company:	Provision of consultancy services not subject to authorization											
Share capital:	EUR 25.000,00											
General partner:	Wolfgang Branoner											
Shareholder:	<table><tr><td></td><td>EUR</td><td>share</td></tr><tr><td>Wolfgang Branoner</td><td>25.000,00</td><td>100,00%</td></tr><tr><td></td><td>25.000,00</td><td>100,00%</td></tr></table>				EUR	share	Wolfgang Branoner	25.000,00	100,00%		25.000,00	100,00%
	EUR	share										
Wolfgang Branoner	25.000,00	100,00%										
	25.000,00	100,00%										
General managers:	<p>Wolfgang Branoner</p> <p>The general managers have sole power of representation and exemption from the restrictions of section 181 of the German Civil code ["Bürgerliches Gesetzbuch": BGB] has been granted.</p>											
Shareholder`s meeting:	<p>At the shareholder`s meeting held on <u>November 15, 2023</u> the following resolutions were passed:</p> <ul style="list-style-type: none">• Acceptance and approval of the financial statements as of December 31, 2022.• Exoneration of the general managers of the Company for the financial year 2022.• Carry forward of the net income to the next financial year.											
Significant changes of legal position after the balance sheet date:	none											

3.2 Tax background

Tax office in charge: Berlin für Körperschaften I

Tax payers's reference number: 27/199/05669

Taxes: The Company is subject to corporate income tax in accordance with section 1 German Corporate Income Tax Act ["Körperschaftsteuergesetz": KStG], municipal trade tax in accordance with section 2 para. 1 German Municipal Trade Tax Act ["Gewerbesteuer-gesetz": GewStG]. Its services are subject to the VAT regulations in accordance with sections 16 - 18 German VAT Act ["Umsatzsteuergesetz": UStG].

Tax assessment notices: Tax assessment notices are issued up to and including 2022. The tax assessments until 2022 are subject to review pursuant to section 164 para. 1 General Tax Code ["Abgabenordnung": AO].

4. Nature and scope of the preparation work

Details of the nature, extent and results of the preparatory work carried out by us in the course of the engagement are documented in our working papers unless otherwise stated in this report.

The purpose of the preparation without verification is to prepare the balance sheet and the income statement and to prepare the notes to the financial statements and other elements of the financial statements on the basis of the books and records and the inventory, as well as on the basis of the client's instructions regarding the accounting and valuation methods to be applied.

5. Attestation

To SNPC GmbH

In accordance with our engagement, we have prepared the following financial statements - comprising the balance sheet, the income statement and the notes to the financial statements - of SNPC GmbH for the financial year from 1 January 2023 to December 31, 2023, under German commercial law.


The preparation of the financial statements is based on the vouchers, accounts and stock records received, which we have not verified in accordance with our instructions, and on the information provided.


The maintenance of the books and records and the preparation of the annual financial statements in accordance with German commercial law are the responsibility of the Company's management.

We have carried out our work in accordance with the official statement of the German Federal Chamber of Tax Consultants on the principles for the preparation of annual financial statements [Verlautbarung der Bundessteuerberaterkammer zu den Grundsätzen für die Erstellung von Jahresabschlüssen]. This includes the preparation of the balance sheet, the income statement and the notes to the financial statements on the basis of the accounting records and the inventory as well as the guidelines on the accounting and valuation methods to be applied.

Hamburg, December 5, 2024

Mundhenke & Partner GmbH
Steuerberatungsgesellschaft


Thomas Habermann
Steuerberater
[German Tax Advisor]


Anne Baumgarten
Steuerberaterin
[German Tax Advisor]

6. Exhibits

SNPC GmbH, Berlin

Balance sheet as of December 31, 2023

(Translation from the German language)

ASSETS		TOTAL EQUITY AND LIABILITIES		
	Financial Year EUR	Prior Year EUR	Financial Year EUR	Prior Year EUR
A. Noncurrent assets				
I. Intangible fixed assets				
1. Purchased licences, trademarks and similar rights and values as well as licenses to such rights and values	1.626,00		25.000,00	25.000,00
II. Tangible fixed assets				
1. Other equipment, operating and office equipment	41.193,00		23.342,57	21.238,19
III. Long-term financial assets				
1. Cooperative shares	10.000,00		2.104,38	2.104,38
Total noncurrent asset	52.819,00		50.446,95	48.342,57
B. Current assets				
I. Receivables and other assets				
1. Trade receivables	475.024,27		791,24	791,24
2. Other assets	185.866,39	0,00	37.236,94	35.721,02
- of which remaining term greater than 1 year EUR 44.300,16 (EUR 44.300,16)	660.890,66	60.814,00	38.028,18	36.512,26
II. Cash on hand, central bank balances, bank balances, and checks	288.354,96		43.438,41	88.115,27
Total current assets	949.245,62		876.400,18	967.078,12
C. Prepaid expenses				
	6.249,10	16.680,02	919.838,59	1.055.193,39
	1.008.313,72	1.140.048,22	1.008.313,72	1.140.048,22

SNPC GmbH, Berlin
Income Statement for financial year 2023

(Translation from the German language)

	Financial Year EUR	Prior Year EUR
1. Sales	1.960.031,46	2.088.253,33
2. Other operating income	77.415,25	64.349,12
3. Cost of materials		
a) Cost of raw materials, consumables and supplies, and of purchased merchandise	-62,39	-1.080,00
b) Expenses for purchased services	-205.747,76	-193.268,58
	-205.810,15	-194.348,58
4. Personnel expenses		
a) Wages and salaries	-1.118.675,74	-1.000.502,67
b) Social security costs and expenses for pensions and other benefits	-215.327,50	-179.958,55
	-1.334.003,24	-1.180.461,22
5. Depreciation and amortization		
a) Of noncurrent intangible assets and property, plant and equipment	-31.647,61	-27.741,93
6. Other operating expenses	-531.387,91	-600.150,46
7. other interest and similar income	667,22	107,16
8. Interest and similar expenses	-282,12	-361,89
9. Taxes on income and earnings	-395,12	-20.383,62
10. Net income/net loss after tax	-65.412,22	129.261,91
11. Other taxes	-459,41	-495,15
12. Income from profits transferred under profit pooling, profit and loss transfer, or partial profit transfer agreements	67.976,01	-126.662,38
13. Net income for the financial year	2.104,38	2.104,38

SNPC GmbH, Berlin**Notes to the financial statements for the financial year 2023**

(Translation from the German language)

1. General Notes**Mandatory notes according to section 264 (1a) HGB**

Company's name and seat: SNPC GmbH, Berlin

Trade register and number: Local court of Berlin (Charlottenburg), HRB 134382

Other notes

The annual financial statements of SNPC GmbH have been prepared in accordance with the provisions of the German Commercial Code ["Handelsgesetzbuch": HGB]. In addition to these regulations the provisions of the German Limited Liability Companies Act ["GmbH Gesetz": GmbHG] had to be observed.

For the income statement the cost-summary method according to section 275 (2) HGB was applied.

The Company is a small-sized Company according to Sec. 267 (1) HGB.

The simplifications provided for in section 288 HGB have been applied for the notes.

2. Accounting and valuation methods

The following accounting policies used in the preparation of the financial statements are consistent with those used in prior years:

Acquired intangible fixed assets are stated at acquisition cost less accumulated depreciation, if the assets have a limited useful life.

Tangible fixed assets are stated at acquisition cost less accumulated depreciation, if the assets have a limited useful life. Regular depreciation is calculated using the straight-line method of depreciation based on the estimated useful lives.

Receivables and other assets are valued at nominal value or fair value at the balance sheet date.

Cash on hand and bank balances are shown at nominal value.

Other provisions account for all uncertain liabilities and potential losses from pending transactions.

Liabilities are shown with the settlement value. All liabilities are unchanged to prior year due with one year.

3. Notes regarding the balance sheet

Financial commitments as of December 31, 2023

Financial commitments amount to TEUR 434.

4. Other explanatory comments

Average number of employees

An average of 13 employees was employed by the Company during the business year.

Berlin, December 5, 2024

Wolfgang Branoner
General Manager

General terms and conditions for German tax advisors (*Steuerberater, Steuerbevollmächtigte*) and professional-practice companies (*Berufsausübungsgesellschaften*) providing tax advice

as of October 2023

These "general terms and conditions" shall govern contracts¹ between German qualified tax advisors (*Steuerberater, Steuerbevollmächtigte*) as well as professional-practice companies (*Berufsausübungsgesellschaften*) providing tax advice (hereinafter collectively referred to as the 'Tax Advisors', and each of them a 'Tax Advisor') and their clients (*Auftraggeber*), unless otherwise expressly agreed in text form (*Textform*) or mandatory by law.

1. Scope and execution of the engagement

- (1) The scope of the services to be rendered by the Tax Advisor shall be governed by the specific engagement. The engagement shall be executed in accordance with the principles of proper professional practice and in compliance with the relevant rules of professional conduct and professional obligations (cf. German Act Regulating the Profession of Tax Advisors [*Steuerberatungsgesetz – StBerG*] [hereinafter "StBerG"], German Professional Code of Conduct for Tax Advisors [*Berufsordnung der Steuerberater – BOSTB*]).
- (2) Foreign law shall only be taken into account if this has been expressly agreed in text form.
- (3) In the event that the legal position changes after a matter has been conclusively completed, the Tax Advisor shall not be under any obligation to alert the client to such change or the resulting implications.
- (4) The review of the documents and figures provided to the Tax Advisor, in particular the accounts and balance sheet, with regard to accuracy, completeness and conformity with applicable rules shall not form part of the engagement unless otherwise expressly agreed in text form. The Tax Advisor will assume that the information provided by the client, in particular the figures, is correct and will use it as a basis for their work. To the extent that they detect any evident inaccuracies, the Tax Advisor will point them out to the client.
- (5) The engagement shall not be deemed to constitute an authorization to represent the client before public authorities, courts and other bodies. Such authorization would need to be granted separately. Where, owing to the client's absence, it proves impossible to coordinate with them as to the filing of legal remedies, the Tax Advisor shall be deemed, in case of doubt, to be authorized to take action with a view to meeting a deadline.

2. Duty of confidentiality

- (1) In accordance with the law, the Tax Advisor shall be under a duty to maintain confidentiality with regard to all facts that have come to their attention in connection with the execution of the engagement unless the client releases them from this duty. The duty of confidentiality shall continue even beyond a termination of the contractual relationship. The duty of confidentiality shall apply, to the same extent, to the Tax Advisor's staff.
- (2) The duty of confidentiality shall not apply to the extent that a disclosure is necessary in order to protect the Tax Advisor's legitimate interests. Furthermore, the Tax Advisor is hereby released from the duty of confidentiality to the extent that, under the terms and conditions of their professional liability insurance, they have a duty to provide information and cooperate.
- (3) The foregoing shall not affect any statutory rights to refuse to provide information or to refuse to testify, *inter alia* under sect. 102 German General Tax Code (*Abgabenordnung – AO*), sect. 53 German Code of Criminal Procedure (*Strafprozessordnung – StPO*) and sect. 383 German Code of Civil Procedure (*Zivilprozessordnung – ZPO*).
- (4) The Tax Advisor is hereby released from the duty of confidentiality to the extent that (i) this is necessary for purposes of appointing a general representative (sect. 69 StBerG) or of carrying out a certification audit in the Tax Advisor's firm and (ii) the individuals who are acting in this regard, for their part, have been instructed as to their duty of confidentiality. The client hereby agrees that the general representative or the person carrying out the certification/audit may inspect the client file which was created and is being maintained by the Tax Advisor.

3. Involvement of third parties

The Tax Advisor shall be entitled to involve staff and, subject to the prerequisites of sect. 62a StBerG, also external service providers (in particular data-processing companies) for purposes of carrying out the engagement. The bringing-in of third-party experts (e.g. other Tax Advisors, auditors, German qualified attorneys [*Rechtsanwälte*]) for purposes of working on the engagement shall require consent and instruction on the part of the client. Without having been instructed by the client, the Tax Advisor shall be neither entitled nor obliged to bring in such third parties.

4. Electronic communication, data protection²

- (1) In the context of the engagements, the Tax Advisor shall be entitled to electronically collect personal data of the client and to process such data in an automated file or to transmit such data to a service computer center for further processing of the data related to the engagement.
- (2) In order to satisfy their obligations under the EU General Data Protection Regulation (hereinafter "GDPR") and the German Federal Data Protection Act (*Bundesdatenschutzgesetz – BDSG*), the Tax Advisor shall be entitled to appoint a data-protection officer. Unless this data-protection officer is already subject to a duty of confidentiality under clause 2(1) sent. 3 above, the Tax Advisor shall ensure that the data-protection officer, upon taking up their activity, shall undertake to maintain data secrecy.
- (3) It is hereby pointed out to the client that using electronic means of communication (email, etc.) may entail risks for the confidentiality of the communication. The client hereby consents to the Tax Advisor using electronic means of communication.

5. Remedying of deficiencies

- (1) In the event of any deficiencies, the Tax Advisor must be afforded an opportunity to take remedial action.
- (2) The Tax Advisor may at any time, also vis-à-vis third parties, correct obvious inaccuracies (e.g. clerical errors, or errors in calculation). Other deficiencies may be corrected by the Tax Advisor vis-à-vis third parties subject to the client's consent. Such consent shall not be required where the Tax Advisor's legitimate interests take precedence over the client's interests.

6. Liability

- (1) The liability of the Tax Advisor and their 'persons employed in performing a contractual obligation for whom the Tax Advisor is vicariously liable' [*Erfüllungsgehilfen*] [hereinafter the 'Vicarious Agents'] for any loss/damage resulting from one breach of duty or — in the context of a uniform injurious effect (*einheitliche Schadensfolge*) — from several breaches of duty on the occasion of executing an engagement shall be capped at EUR 10,000,000.00³ (in words: ten million).⁴
The limitation of liability shall apply in relation to negligence only; liability for intent shall not be subject to such limitation. Liability claims in relation to any loss/damage arising from injuries to life, limb or health shall be excluded from this limitation of liability. The limitation of liability shall apply to the Tax Advisor's entire activity for the client, i.e. also, in particular, to an extension to the scope of the engagement; in this regard, there shall be no need for agreeing the limitation of liability again. The limitation of liability shall also apply vis-à-vis third parties to the extent that these fall within the scope of protection of the engagement; in this regard, sect. 334 German Civil Code (*Bürgerliches Gesetzbuch – BGB*) (hereinafter "BGB") is expressly not waived. Any agreements, contained in individual contracts, providing for a limitation of liability shall take precedence over this provision but — unless otherwise expressly stipulated — shall not affect the validity of this provision.

¹ In the event of contracts entered into online with consumers, please note DWS form no. 1130 "Model cancellation policy, model declaration of consent and model cancellation form for consumer contracts entered into online". Please also refer to the further comments contained in DWS instruction leaflet no. 1001.

² Moreover, for purposes of the processing of personal data, a legal basis under art. 6 GDPR must be applicable. In addition, the Tax Advisor must fulfill the duty to provide certain information, under arts. 13 or 14 GDPR, by way of furnishing additional information. In this regard please note the comments and explanations contained in DWS instruction leaflet no. 1007 regarding DWS forms no. 1005 "data-protection information for clients" and no. 1006 "data-protection information regarding the processing of staff data".

³ Please insert amount. In order to be able to take advantage of this provision, in the case of a stand-alone firm, an amount of at least EUR 1 million must be specified, and the contractual amount insured must be at least EUR 1 million for the individual damage event; otherwise, delete clause 6. Higher amounts apply to professional-practice companies (see footnote 4). Please also refer to the further comments contained in DWS instruction leaflet no. 1001.

⁴ Pursuant to sect. 55f(1) StBerG, each professional-practice company, regardless of its legal form, is under an obligation to take out and maintain professional liability insurance. The provisions governing the insurance cover required for professional practices differentiate as to whether the relevant entity's legal form gives rise to a limitation of liability on the part of natural persons (cf. sect. 55f(2) and (3) StBerG). Pursuant to sect. 67a(1) sent. 1 no. 2 StBerG, a tax advisor's liability may be limited, in their general terms and conditions, to an amount equal to four times the minimum sum insured, provided that corresponding insurance cover exists. The contractual sum insured must comply with the requirements in relation to the individual insured event; otherwise, delete clause 6. Please also refer to the information in DWS instruction leaflet no. 1001.



- (2) Provided that there was a sufficiently high insurance cover in place, the limitation of liability shall apply retroactively from the beginning of the engagement or, as the case may be, from the point of taking out higher insurance cover. If the scope of the engagement is subsequently modified or expanded, then the limitation of liability shall also extend to these cases.
 - (3) Providing oral information does not form part of the Tax Advisor's primary contractual obligations. Doing so would risk, in particular, providing incomplete oral information regarding the facts to be considered as well giving rise to misunderstandings between the Tax Advisor and the client. As a result, the parties hereby agree that the Tax Advisor's liability shall only extend to information provided in text form, and that any liability for oral information provided by the Tax Advisor or by members of their staff shall be excluded.
 - (4) The client's claims for damages — with the exception of claims arising from injury to life, limb or health — shall become time-barred after the earlier of (a) 18 months of the client having obtained, or grossly negligently having failed to obtain, knowledge of the claims, or (b) five years of the claims having arisen.
- 7. Duties on the part of the client; client's failure to cooperate and client's default of acceptance**
- (1) The client shall be obliged to cooperate to the extent that this is necessary in order for the engagement to be duly executed. In particular, they shall submit to the Tax Advisor, unprompted, a complete set of all documents necessary in order to execute the engagement; such submission shall occur in such a timely manner as to afford the Tax Advisor a reasonable processing time. The same shall apply with regard to briefings about all events and circumstances which may be of importance for purposes of executing the engagement. The client shall be obliged to take note of all communications issued by the Tax Advisor and to consult the Tax Advisor when in doubt.
 - (2) The client shall refrain from anything that may prejudice the independence of the Tax Advisor or the Tax Advisor's Vicarious Agents.
 - (3) The client hereby undertakes to pass on the results of the Tax Advisor's work only with the Tax Advisor's consent unless the consent to such results being passed on to a specific third party already flows from the content of the engagement.
 - (4) Should the Tax Advisor employ data-processing programs at the client, then the client shall be obliged to comply with the instructions by the Tax Advisor with regard to installation and application of such programs. In addition, the client shall be obliged to only use the programs within the scope prescribed by the Tax Advisor, which shall also be the scope of use only to which the client is entitled. The client must not disseminate the programs. The Tax Advisor shall remain the owner of the rights of use. The client shall refrain from anything which constitutes an obstacle to the exercise by the Tax Advisor of the rights of use with regard to the programs.
 - (5) Should the client fail to comply with a duty to cooperate incumbent on them under clause 7(1)–(4) or as provided for elsewhere or be in default of acceptance in relation to the services tendered by the Tax Advisor, then the Tax Advisor shall have the right to terminate the contract without notice. This shall not affect the Tax Advisor's claim to be compensated for the additional expenses incurred by them owing to the client's default or failure to cooperate as well as for any loss/damage caused, even in the event that the Tax Advisor opts not to exercise their right of termination.
- 8. Copyright protection**
The services rendered by the Tax Advisor constitute their intellectual property. They are protected by copyright. Beyond their intended use, work results may be passed on only upon prior written consent in text form by the Tax Advisor.
- 9. Fees, invoicing, advance payment and offsetting**
- (1) The Tax Advisor's fees (professional fees and reimbursement of out-of-pocket expenses) for their professional activity in accordance with sect. 33 StBerG shall be determined pursuant to the German Regulation on Tax Advisors' Fees (*Steuerberatervergütungsverordnung – StBVV*) (hereinafter "StBVV"). Fees above or below the statutory fees may be agreed in text form. Agreeing fees below the statutory fees is permissible in out-of-court matters only. Such lower fees must bear an adequate relation to the services, responsibility and liability risk of the Tax Advisor.
 - (2) The client hereby agrees to the Tax Advisor preparing their invoice in text form.
 - (3) For activities not dealt with in the StBVV (e.g. sect. 57(3) nos. 2 and 3 StBerG), the applicable fees shall be those agreed; otherwise, the fees determined by statute for such activity; or else the customary fees (sects. 612(2) and 632(2) BGB).
 - (4) Only claims that are undisputed or have been determined with final and absolute effect (*rechtskräftig*) may be set off against a fee claim of the Tax Advisor. Any claims of the client for repayment of a fee paid shall become time-barred 18 months of the client having received the invoice.
 - (5) The Tax Advisor shall be entitled to request an advance payment for professional fees and out-of-pocket expenses already incurred or expected to be incurred. In the event that the requested advance payment is not made, the Tax Advisor may, upon prior notice, cease working for the client until the advance payment is received. Where a cessation of work may adversely affect the client, the Tax Advisor shall be obliged to notify the client, in a timely manner, of the Tax Advisor's intention to cease working. The Tax Advisor may offset any advance payments received against all claims under the engagement that have fallen due, irrespective of which activity the advance payment was requested for.
 - (6) The client defaults on payment if they fail to settle the invoice within 14 days of the date of invoice.
- 10. Termination of the contract**
- (1) The contract shall terminate upon completion of the agreed services, upon expiry of the agreed term, or by giving notice. The contract shall not terminate upon the client's death or upon the client becoming legally incapacitated or, in the case of a company, upon the company's dissolution.
 - (2) If and to the extent that the contract constitutes a contract for services within the meaning of sects. 611, 675 BGB, either party may terminate the contract for cause (*außerordentlich*) except in the case of a service relationship with fixed earnings (*Dienstverhältnis mit festen Bezügen*), sect. 627(1) BGB; notice must be given in text form. Any deviation from the foregoing in individual cases shall require an agreement between the Tax Advisor and the client.
 - (3) Upon termination of the contract, the client must promptly hand over to the Tax Advisor the data-processing programs employed at the client's office for purposes of executing the engagement, including any copies created, as well as any other program documents, and/or delete them.
 - (4) Upon termination of the engagement, the documents must be collected from the Tax Advisor.
 - (5) In the event that the engagement terminates before it has been completed, the Tax Advisor's fee claim shall be governed by the statutory provisions, in particular sect. 12(4) StBVV. Any deviation from the foregoing in individual cases shall require a separate agreement in text form.
- 11. Right of retention with regard to work results and documents**
- (1) The Tax Advisor may create and retain copies or photocopies of documents which they return to the client, or do so by way of electronic data processing.
 - (2) The Tax Advisor may refuse to hand over the documents until their fees and out-of-pocket expenses have been settled (sect. 66(3) StBerG). With regard to the work results, a contractual right of retention is deemed to have been agreed.
- 12. Place of jurisdiction, place of performance, information under the German Act on Alternative Dispute Resolution in Consumer Matters**
- (1) The engagement, its execution and the claims resulting therefrom shall be exclusively governed by German law. If the client is a merchant (*Kaufmann*), legal person under public law, or special fund (*Sondervermögen*) under public law, the place of performance and place of jurisdiction shall be the professional establishment of the Tax Advisor. This also applies in the event that (i) the client relocates their place of residence or habitual place of abode abroad once the Tax Advisor has been engaged, or (ii) the client's place of residence or habitual place of abode is unknown at the time the action is brought.
 - (2) The Tax Advisor is — not — prepared to participate in dispute-resolution proceedings before a consumer conciliation body (sects. 36, 37 German Act on Alternative Dispute Resolution in Consumer Matters [*Gesetz über die alternative Streitbeilegung in Verbrauchersachen – VSBG*]).⁵
- 13. Validity in the event of partial nullity**
Should individual provisions of these terms and conditions of engagement be or become invalid, then this shall not affect the validity of the remaining provisions.

⁵ Where it is desired for dispute-resolution proceedings to be carried out before the consumer conciliation body, delete the word 'not'. In this case, the relevant consumer conciliation body, along with its physical address and website, needs to be specified.