

General Terms and Conditions

Petersen + Partner mbB
Steuerberater und Wirtschaftsprüfer

as of September 2026

Please find in the following a courtesy translation of the German version of our General Terms and Conditions ("Allgemeine Auftragsbedingungen") with the German wording being the sole binding and authoritative version (for the German version, please see above).

Our General Terms and Conditions apply to all engagements and business relationships between us and our clients unless deviating conditions have been explicitly concluded on in writing or other conditions are mandatorily provided by law. Where terms are not defined within the General Terms and Conditions itself, they refer to their meaning as defined within our underlying engagement agreement.

1. Parties to and basic principles of our engagement

We will provide our Services in accordance with the standards of orderly professional conduct ("Grundsätze ordnungsmäßiger Berufsausübung") for the sole benefit of you as our client. Our Services do not take into account interests and belongings of other parties including but not limited to companies associated with you, partners, shareholders, investors or other third parties and do not intend to serve any third party as a basis for decisions.

We will provide our Services as an independent contracting party with no involved party acting as an employee, partner, trustee or agent of the other party nor has been granted with the power of authority to bind the other party.

We may involve employees to render our Services or involve service providers or subcontractors to take over parts of our Services while the responsibility for our Services and our other contractual obligations will remain solely alone with us.

2. Your obligations

You shall provide us with all documents and information including financial reports and financial statements (in the following „Client Information“) that are required for our Services completely, accurately and in due time. You are responsible for your personnel's compliance with your obligations under this Agreement and to ensure that Client Information will not infringe any copyrights or other legal restrictions.

We may rely on Client Information provided to us and to base our Service on this information without further evaluation or verification from our side (unless expressly otherwise agreed upon). You will assign qualified persons who will oversee the provision of our Services, evaluate the appropriateness and outcome of our work and

implement and maintain appropriate internal controls where required. Where reasonably required for our work, you will grant access to records, IT systems, premises, staff or other resources.

You are solely responsible for any management decisions relating to our Service, the utilization of our work results as well for the determination whether our Services and work results are appropriate for your purpose.

3. Our obligations

We will limit our Services to the kinds of taxes that you have engaged us to consider. We will advise you on other types of taxes if we agree on a respective extension of our engagement.

Our Services are based on the law, its interpretation, decrees of fiscal authorities and court rulings as of the date of their provision which may change in the course of time. Due to such changes, a revision of the outcome of our Services may become required. We are not obliged to review and update the outcome of our Services or to inform you where the underlying law, its interpretation, decrees of fiscal authorities and court rulings may change unless you engage us separately to doing so.

The outcome of our Services will significantly depend on the provided Client Information as well as on the time frame as granted for our work. Where you ask us to perform our Services on the basis of limited or simplified information or within shortened time frames, you accept, that we base our work solely on the information as provided by you and that you will not be provided with all information that you would obtain where we had undertaken a thorough written analysis without any time constraints.

We will make you aware where it becomes obvious during the course of our work, that certain tax issues should

be analyzes beyond the scope of our engagement. However, we are not obliged to analyze whether such issues may exist. Likewise, we are not obliged to analyze contracts you have entered into from a tax perspective unless you separately engage us to doing so.

Verbally presented advice and information is subject to a higher risk of misunderstandings by nature. Where you make decisions based on merely verbally presented advice or information, you accept to fully bear those inherent risks or will ask us for a written confirmation of your understanding of our verbally granted advice.

4. Our working results

Any advice, documents, information, calculations, reports, presentations or recommendations that we provide under this Agreement (the "Advice") are intended for your internal purposes only. You agree to neither disclose our Advice to third parties nor to refer to us in connection with the obtained Advice nor to refer to our involvement in prospects, marketing material, other documents or vis-a-vis your sales partners. You may disclose our Advice against tax authorities or where we have approved the disclosure to certain persons or parties before.

You may disclose to anyone summaries, calculations or spread sheets based on our Advice but may not include our conclusions or recommendations into your own documents. Solely you are responsible for the content of such documents and you may not refer to our assistance with regard to the underlying Advice directly or indirectly to third parties.

You may not rely on any drafts of our Advice but only on our final written reports. Where we exchange draft documents, or discuss issues or results verbally within the process of preparing written reports, any such information or statements are non-binding and will be replaced by the final written report. We do not bear responsibility for drafts or verbal statements nor for decisions made by you on such basis.

5. Confidentiality

We are bound to the strict professional confidentiality obligations which also applies for our employees.

The obligation of confidentiality does not apply to the extent that the respective disclosure is required to protect our legitimate interests or to the extent required to inform or cooperate with our liability insurance.

Unless governed otherwise within the Agreement, no party shall disclose the contents of this Agreement or any information provided by or on behalf of the other party that ought reasonably to be treated as confidential or proprietary. Subject to overriding applicable legal obligations, the parties may, however, disclose such

information to the extent it was public or known to the receiver at the time of its disclosure through other means, becomes available to the receiver through a third party that is not obliged to confidentially or must be disclosed under applicable law or professional regulations.

Where providing our Services we may rely on DATEV eG, which is an association of German tax advisors supplying IT and data processing services. You agree that we share the required data with DATEV eG and we shall not be subject to the obligation of confidentiality against other subcontractors which are likewise subject to professional confidentiality obligations or have been bound contractually thereto.

Furthermore, we shall not be subject to the obligation of confidentiality where required for a certification of our advisory firm and you agree that we may disclose the information as stored in our files with respect to the provision of our Services against the respective certification inspector or auditor.

6. Electronic communication

Either of us may rely on electronic media such as telephone, facsimile, email or voicemail for correspondence or to exchange confidential and non-confidential information

The parties are aware that communication through electronic media and in particular through email bears inherent risks including, amongst others, that third parties become aware of the included content, modify the include content, the email or its content may be infected by viruses and that there is no safeguard that the email will actually be delivered respectively originated from the indicated sender.

The use of such electronic media itself shall not constitute a breach of any confidentiality obligations under this agreement and we shall not be liable for the security and integrity of information that has been exchanged through such media nor with respect to damages which may be caused thereof.

7. Power of attorney

You will grant us power of attorney to represent you before the tax authorities where required for the provision of our Services. However, even where such power of attorney is granted, we will act on your behalf solely based on your decisions and will not make any decisions on your behalf

8. Warranty

Where there are deficiencies, you are entitled for subsequent performance. A reduction of fees or a withdrawal

from the contract may only be considered when the subsequent performance has failed; if you are considered a businessman under German law (Kaufmann), you may withdraw from the contract only, if the provided Services become useless for you due to the failure of the subsequent performance.

The claim for rectification of deficiencies must be made immediately in writing; such claims shall become time barred within one year after the beginning of the statutory period of limitation unless they are caused by intent.

Obvious inaccuracies, such as clerical errors or miscalculations and formal defects can be corrected by us at any time and shall apply also versus third parties. Errors which may call into question the conclusions as included in our Advice entitle us to withdraw our Advice, also versus third parties.

9. Limitation of our liability

Legally provided limitation of liability such as § 323 HGB shall not be affected by the following provisions.

Where we not have individually agreed on a limitation of liability in our Agreement, claims for damages of any kind from negligence, except for damages resulting from injury of life, body or health, are limited to 4 Mio. EUR. This likewise applies to any claims raised by third parties and relating to our Agreement.

Where we have individually agreed on a limitation of liability in our Agreement, this limitation includes claims for damages of any kind from negligence, except for damages resulting from injury of life, body or health.

For purposes of the limitation of liability, a uniform case of damage shall include all consequences that incur from a breach of duty, regardless whether occurred at one single point of time or spread over several years. Multiple acts or omissions based on similar sources of error or errors of comparable nature within legally or economically connected matters shall be deemed as one single breach of duty and our liability shall in total be limited to the maximum amount as agreed upon for the limitation.

The agreed limitation of liability shall also apply, where the Agreement includes several contracting parties or third parties may raise liability claims based on the fact that they are included in the scope of protection of this Agreement (Vertrag mit Schutzwirkung zugunsten Dritter). In such case, all contracting parties and any covered third party may claim the maximum liability amount only once and shall be considered, where the claims exceed the maximum liability amount, as joint and several creditors in the meaning of § 428 BGB (German civil code). § 334 BGB shall be applicable.

Please let us know if you require an increased maximum amount of liability in a particular case; we will agree on such extension in written where we can obtain insurance for the increased amount and you agree to bear the additional costs for this insurance.

You may not make claims or start administrative or jurisdictional proceedings based on this Agreement or the provision of our Services against our partners, employees, subcontractors or cooperation partners and agree to make any contractual claim or bring any proceedings up only against us.

10. Indemnity

You agree to indemnify us, our partner, employees, subcontractors or cooperation partners against all claims from third parties or from your affiliates or lawyers (including resulting liabilities and costs) that arise from third party's reliance on our Advice that has been disclosed directly or indirectly by you or on your behalf, except where we have agreed in written that we grant reliance towards the third party.

11. Data protection

For the purpose of rendering our agreed Services, we will store your personal data electronically in our IT systems. We will process personal data in accordance with professional regulations and applicable law. Any service providers that process personal data on our behalf have to commit to adhere such requirements.

You agree in the meaning of § 62a StBerG that we can rely on DATEV (software for German tax advisors), Microsoft Office 365 products as well as Bitdefender Gravity Zone Business Security antivirus software to fulfill our services under this agreement.

Where you provide us with personal data for purposes of our Services, you warrant to have the authority to provide this data to us and that the data has been processed in accordance with applicable law.

12. References

Unless otherwise agreed upon, we may refer to your name and the nature of our services rendered to you as a reference for our experience in our proposals or other marketing material.

13. Force majeure

Neither you nor we shall be liable for breaches of this Agreement caused by circumstances beyond your or our reasonable control (except for payment obligations).

14. Governing law and jurisdiction

This Agreement including its appendices and any non-contractual matters that may arise out of this

Agreement shall be governed by and construed in accordance with the law of Germany under exclusion of international civil law. The place of jurisdiction for all disputes arising from this Agreement is Munich.

15. Miscellaneous

Where we rely on or refine tangible or intangible property rights when providing our Services (including intellectual property regarding our know-how and skills), we retain all respective property right including any connected working papers.

We store documents and correspondence in relation to the provision of our services for ten years.

Any changes of or amendments to this Agreement must be in writing to become effective. This Agreement includes all terms and conditions that are valid for our engagement and shall replace all prior agreements or understandings with respect thereto.

Each contracting party ensures, that the person or persons signing this agreement are authorized to sign on its behalf and to bind each of us to its terms.

Neither of us may assign rights, obligations or claims under this agreement to other parties.

We inform you in line with § 4 Sec. 4 StBVV that according to the German Steuerberatervergütungsverordnung (StBVV) you can agree with us in writing on lower or higher fees as in principle provided by the StBVV.

If a provision of this Agreement is or becomes illegal, legally invalid or otherwise unenforceable, or if there is any gap that needs to be filled, the validity of the remainder of the agreement shall not be affected thereby. Invalid provisions shall be replaced by common consent with such provisions which come as close as possible to the intended result of the invalid provision. In the event of gaps such provision shall come into force by common consent which comes as close as possible to the intended result of the Agreement, should the matter have been considered in advance.