# GENERAL TERMS AND CONDITIONS OF SERVICE

s&w Tax Consulting GmbH
Effective: 20 September 2026

This is an English translation of the German text, the German text being the sole authoritative version.

**The Basics of the Client-Firm Relationship**

1. Our services[1] are provided by us in accordance with the principles of proper professional practice exclusively for you as our client.
2. We provide these services to you as an independent contractual partner and not as your employee, agent, partner, or co-entrepreneur. Neither you nor we are entitled, authorized, or empowered to bind the other party to the contract.
3. We are entitled to subcontract portions of the services to other service providers who may contact you directly. Responsibility for the work results (see definition in Section 11), the performance of the services, and our other obligations arising from the engagement agreement rests exclusively with us.
4. In connection with our services, we do not assume any management responsibilities. We are not responsible for the use or implementation of the results of our services.
5. To ensure efficient handling of engagements and quality assurance, we may use digitally supported assistance systems and AI tools (e.g., Haufe Tax Pilot, DATEV Copilot). These are operated in a secure environment and used exclusively as tools to support our professional activities; responsibility for the services provided and the assessments made remains entirely with us.

**Your Responsibilities**

6. You shall designate a qualified contact person to coordinate our services. You are responsible for all management decisions related to our services, the use or implementation of the results of our services, and determining the extent to which our services are suitable for your purposes.
7. You will (or will arrange for others to) promptly provide us with all information, resources, and support necessary for the provision of the services (including access to documents, systems, premises, and individuals). This also applies to any documents, evidence, transactions, and circumstances that come to light only during the course of our work.
8. All information provided to us by you or on your behalf ("Client Information") must be accurate and complete. You shall ensure that Client Information provided to us does not infringe any copyrights or other third-party rights.
9. We are entitled to rely on the Client Information provided to us and, unless expressly agreed otherwise, are not responsible for evaluating it or verifying its accuracy.
10. You are responsible for ensuring that your employees comply with the obligations incumbent upon you under the retainer agreement.

**Our Work Products**

11. With the exception of client information, all information, advisory services, recommendations, or other content contained in reports, presentations, or other communications that we provide to you in fulfillment of the engagement agreement (the "Work Products") are intended exclusively (in accordance with the purpose of the services) for your internal use.
12. To the extent that a deliverable relates to tax matters, including tax advice, tax opinions, tax returns, and the tax treatment or structuring of a transaction that is the subject of the services (collectively, "Tax Advice"), you are entitled to disclose the deliverable (or any part thereof) to third parties. However, you remain obligated to inform the third party to whom you disclose the tax advice that such third party may not rely on the tax advice for any purpose without our prior written consent. This disclosure obligation does not apply to tax authorities.
13. You are not authorized to disclose the results of our work (or any part or summary thereof) to third parties (including your affiliated companies) or to refer to us in connection with the services; this does not apply
    (a) to the extent that the work products concern tax advice.
    (b) to your attorneys, provided that, subject to this non-disclosure obligation, they review the work products solely for the purpose of advising you in connection with the services,
    (c) to the extent that you are required by law to disclose such information (of which you shall notify us immediately to the extent permitted),
    (d) to other individuals or companies (including your affiliated companies), provided that we have given our prior written consent, they have signed our confidentiality agreement, and they use the work products solely within the scope of the consent granted, or
    (e) To the extent that you are authorized to disclose work products (or parts thereof), you are nevertheless not permitted to make any changes, edits, or modifications to the work products.
14. You are authorized to include summaries, calculations, or tables contained in a work product and based on client information in documents you intend to use, but not our recommendations, conclusions, or findings. You assume sole responsibility for the content of

[1] Terms not defined in these General Terms and Conditions of Contract are defined in the cover letter and/or tax consulting agreement.

such documents, and you are not authorized to refer to us—directly or indirectly—in connection with them to third parties.

15. If we are required to present the results in writing as part of the engagement, only the written presentation is authoritative.

    You are not entitled to rely on a draft version of a deliverable (which is non-binding), but only on its final written version. Draft versions of a deliverable serve solely our internal purposes and/or

    coordination with you; consequently, they represent only a preliminary stage of the deliverable and are neither final nor binding and require further review. We are not obligated to update a final deliverable in light of circumstances that have come to our attention or have arisen since the date of completion of our work specified in the deliverable or—in the absence of such a date—since the delivery of the deliverable. This does not apply if we have been instructed to do so by you or if we are obligated to do so due to the nature of the services.

**Limitation of Liability**

16. (a) Our liability for claims for damages of any kind, with the exception of damages resulting from injury to life, limb, or health, as well as damages that give rise to a manufacturer's liability for compensation under Section 1 of the Product Liability Act (ProdHaftG), is limited to EUR 4 million in the event of a single instance of damage caused by negligence.
    (b) A single incident of damage is deemed to exist even in the case of a single, unified damage resulting from multiple breaches of duty. A single incident of damage encompasses all consequences of a breach of duty, regardless of whether the damages occurred in a single year or over several consecutive years. In this context, multiple acts or omissions based on the same or a similar source of error are considered a single breach of duty if the matters in question are legally or economically related. In this case, claims against us are limited to a maximum of EUR 4 million.
17. If the limitation of liability provided for in Section 16(a) and the liability amount specified therein ("maximum liability amount") are not adequate, please inform us of the maximum liability amount you desire. In this case, we will endeavor to obtain corresponding additional insurance coverage ("Increased Coverage"). Provided that you also bear the additional costs associated with the Increased Coverage, we are prepared to agree with you on a corresponding expanded liability limit. We note that an increase in the maximum liability amount shall only apply if it has been agreed upon in writing between us.
18. If valid claims falling under our limitation of liability are asserted against us by you and/or one or more third parties who are entitled to rely on the retainer agreement, the maximum liability amount is available only once to all claimants—including future ones—collectively, in accordance with Section 428 of the German Civil Code (BGB). Accordingly, we may make a payment to you with discharging effect vis-à-vis all creditors. Should the total of all claims (including future claims) to which the provisions of this "Limitation of Liability" section apply exceed the maximum liability amount, the allocation of this maximum liability amount shall be the responsibility of you and all other entitled claimants.
19. The claim expires if legal action is not brought within six months of the written rejection of the compensation offer, provided that you were informed of this consequence. This does not apply to claims for damages resulting from intentional conduct, or in cases of culpable injury to life, limb, or health, or to damages that give rise to the manufacturer's liability for compensation under § 1 of the Product Liability Act (ProdHaftG). The right to raise the defense of the statute of limitations remains unaffected.
20. Third parties may only derive claims from the contract between us and you if this has been expressly agreed upon or results from mandatory statutory provisions. With regard to such claims, these Terms and Conditions of Order also apply to such third parties. We are also entitled to raise defenses arising from our contractual relationship with you against third parties; § 334 BGB applies.

**Indemnification**

21. You are obligated to indemnify us against all claims by third parties (including your affiliated companies and attorneys) as well as any resulting obligations, damages, costs, and expenses (in particular reasonable external attorneys' fees) arising from the use of the work product by third parties or because a third party has relied on the work product (including tax advice), and where such disclosure was made directly or indirectly by you or at your instigation. This obligation does not apply to the extent that we have expressly agreed in writing that the third party may rely on the work product.

**Rights of Use**

22. In the course of providing our services, we are entitled to use data, software, samples, aids, tools, models, systems, and other methods and expertise ("know-how") that are our property. Notwithstanding the delivery of the work product, intellectual property rights in the know-how (including any improvements developed or knowledge acquired in the course of providing the services) and in all working papers compiled in connection with the services (with the exception of client information contained therein) shall remain with us.

23. To the extent that we use AI-based tools, models, or assistance systems—whether developed in-house or provided by third parties—in the course of handling the engagement, all rights to these systems remain with us or the respective providers.
The use of these AI tools is intended solely for internal support in analysis, structuring, and drafting services. No automated, legally binding decisions are made without human review. All results generated by AI tools are reviewed and approved by qualified staff before being used in the client engagement.

**Confidentiality**

24. We are bound by the strict professional confidentiality obligations under Section 57 of the Tax Advisory Act (StBerG). Unless otherwise provided in the engagement agreement, neither party is authorized to disclose to third parties the contents of the engagement agreement or any other information (with the exception of tax advice) that was provided by the other party or on its behalf and that, based on reasonable considerations, is confidential and/or should be treated as worthy of protection.
25. Subject to overriding statutory confidentiality obligations, however, the parties are permitted to disclose such information to the extent that it
    (a) has become or becomes publicly known without a breach of the Retainer Agreement, or
    (b) the recipient has received it after the conclusion of the engagement agreement from a third party who, to the recipient's knowledge, is not bound by any confidentiality obligation to the disclosing party with respect to the information,
    (c) was already known to the recipient at the time of disclosure or was independently developed thereafter,
    (d) is disclosed to the extent necessary to enforce the recipient's rights under the retainer agreement,
    (e) must be disclosed pursuant to statutory provisions or professional regulations.
26. The parties are permitted to use electronic media to exchange and transmit information. Such use does not in and of itself constitute a breach of the confidentiality obligations under the retainer agreement. The parties are aware that the electronic transmission of information (particularly via email) entails risks.
27. In accordance with applicable law, we are entitled, for the purpose of
    (a) providing our services,
    (b) to comply with professional and regulatory requirements,
    (c) to assess conflicts of interest,
    (d) risk management and quality assurance,
    (e) internal accounting, and the provision of other administrative and IT support services.

    (Items (a) through (e) collectively referred to as "processing purposes")

    to disclose client information to our or their external service providers ("Service Providers"), who may collect, use, transfer, store, or otherwise process such data in the various jurisdictions in which they operate (collectively, "process").

    We are responsible to you for ensuring the confidentiality of your client information, regardless of who processes this client information on our behalf. A corresponding, somewhat more detailed declaration of consent is attached to the engagement agreement for your signature.

28. To support our and processing workflows, we occasionally use specialized digital assistance systems and AI tools (e.g., Haufe Tax Pilot, DATEV Copilot). These systems are operated exclusively in environments designated for this purpose and secured both technically and organizationally.

    When using these AI tools, we take particular care to ensure that

- processing takes place in a protected environment with appropriate security standards,
- data transmission is encrypted and access is restricted on a role-based basis, and
- input data is not used for training the underlying models, to the extent that this is technically and contractually ensured.

    The use of such systems does not constitute a breach of our professional confidentiality obligations, provided that the aforementioned protective measures are observed.

**Data Protection**

29. For the processing purposes specified in Section 27, we and other service providers are authorized to process client information that can be attributed to specific individuals ("Personal Data") in the various jurisdictions in which they operate. We process Personal Data in accordance with applicable law and professional regulations, in particular in compliance with national (BDSG) and European (EU GDPR) data protection regulations. We require all service providers who process Personal Data on our behalf to also comply with these provisions.
30. You warrant to us that you are authorized to provide us with Personal Data in connection with the provision of our services and that the Personal Data provided to us has been processed in accordance with applicable law.

31. If personal data is processed using AI-supported applications as part of the handling of a client engagement, such processing is carried out exclusively in accordance with the relevant data protection regulations (in particular the GDPR and the BDSG) and the data processing agreements in place between the parties.
    In particular, we ensure that
    (a) AI tools are used only by providers who can demonstrate appropriate technical and organizational measures to protect personal data,
    (b) processing takes place in a secure environment (e.g., isolated cloud instances; no use by the provider for its own training purposes), and
    (c) only the data necessary for the respective purpose is entered into the systems (data minimization).

**Compensation**

32. Your obligation to pay compensation includes the payment of our compensation and certain expenses for our services in accordance with the relevant scope of services, the compensation agreement, and its attachments. You are also obligated to reimburse us for any other reasonable expenses we have incurred in connection with the provision of our services. Our fees are exclusive of taxes or similar charges, or customs duties, fees, or levies incurred in connection with the services; these are to be borne by you (with the exception of general income taxation). We may demand reasonable advances on our compensation and reimbursement of expenses and may make the delivery of our work products contingent upon the full satisfaction of our claims. Unless otherwise specified in the scope of services or compensation agreement, compensation is due immediately upon receipt of our invoice.
33. We are entitled to additional compensation to the extent that events beyond our control (including your acts or omissions) prevent us from performing the services as originally planned, or if you entrust us with the performance of additional tasks.
34. To the extent that we are required by law or by a judicial or other governmental order to provide information as evidence or personnel as witnesses in connection with our services or the engagement agreement, you are obligated to reimburse us for the resulting time and expenses (including external legal counsel fees), unless we ourselves are a party to the proceedings or the subject of the investigation, or to the extent that we are not compensated by government agencies.

**Force Majeure**

35. Neither party shall be liable for a breach of the retainer agreement (with the exception of payment obligations) if such breach was caused by circumstances beyond the control of the parties ("force majeure").

**Term and Termination**

36. The terms of the retainer agreement apply to the services provided under this retainer agreement regardless of when they were performed (including services rendered prior to the signing of the retainer agreement).
37. The engagement agreement terminates upon completion of the services. Either party is entitled to terminate the engagement agreement or a specific service early in writing subject to a 90-day notice period. Furthermore, we are entitled to terminate the engagement agreement or a specific service without notice if, based on reasonable considerations, we conclude that we can no longer provide the services in accordance with applicable law or our professional obligations. Sections 626 and 627 of the German Civil Code (BGB) remain unaffected.
38. You are obligated to pay us for services already commenced or completed, as well as to reimburse us for any expenses and out-of-pocket costs incurred up to the date of termination of the retainer agreement.
39. Our respective confidentiality obligations under the retainer agreement, as well as other provisions of the retainer agreement that establish rights and obligations of the contracting parties beyond the termination of the retainer agreement, shall continue in effect indefinitely even after the termination of the retainer agreement.

**Governing Law and Jurisdiction**

40. German law applies to the Retainer Agreement and all non-contractual matters or obligations arising from the Retainer Agreement or the services.
41. The exclusive venue for all legal disputes arising in connection with the Retainer Agreement or the services is Düsseldorf, Germany, or, at our option, (i) the court in the jurisdiction where our branch primarily responsible for providing the services is located, or (ii) the courts in the jurisdiction where you are located.
    We are not willing to participate in dispute resolution proceedings before a consumer arbitration board within the meaning of Section 2 of the German Consumer Arbitration Act (VSBG).

**Miscellaneous**

42. Upon our request, you shall confirm to us in a written statement provided by us that the documents on which our advice is based, as well as your information and statements, are complete.
43. You agree to refrain from any action that could jeopardize the independence of our employees.

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This applies for the duration of the engagement, in particular to offers of employment or the assumption of executive positions, as well as to offers to undertake assignments on your own account.

44. In the event of any defects, you are entitled to subsequent performance by us. Only in the event of failure, omission, or unjustified refusal, unreasonableness, or impossibility of subsequent performance may you demand a reduction in compensation or rescission of the engagement agreement; if the engagement was not entered into by a consumer, you may rescind the contract due to a defect only if the services rendered are of no interest to you due to failure, omission, unreasonableness, or impossibility of subsequent performance. To the extent that claims for damages exist beyond this, Sections 16 through 20 apply.
    You must assert your claim for the rectification of defects immediately in writing. Claims under the preceding paragraph that are not based on an intentional act are subject to a statute of limitations of one year from the statutory commencement of the limitation period.

    Obvious inaccuracies, such as typographical errors, calculation errors, and formal defects contained in a work product, may be corrected by us at any time—including vis-à-vis third parties. Inaccuracies that are likely to call into question the results contained in our work product entitle us to retract the work product, including vis-à-vis third parties. To the extent possible and reasonable, we will give you the opportunity to comment in advance in the aforementioned cases.
45. Unless you are a consumer within the meaning of Section 13 of the German Civil Code (BGB), set-off against our claims for compensation and reimbursement of expenses is permitted only with respect to undisputed or legally enforceable claims.
46. The Retainer Agreement constitutes the entire agreement between the contracting parties with respect to the services and other matters governed by the Retainer Agreement and supersedes all prior agreements, understandings, and statements in this regard, including any confidentiality agreements entered into previously.
47. The Retainer Agreement and/or the Scope of Services (as well as any amendments thereto) must be in writing pursuant to Section 126(1) of the German Civil Code (BGB). For the Retainer Agreement to be effective, it is sufficient for each party to sign a separate copy of the same document.
48. Each party warrants to the other that the persons signing the Retainer Agreement and/or the Scope of Services on its behalf are authorized to bind the respective party contractually.
    You warrant that your affiliated companies or other parties for whom the services are provided are bound by the terms of the engagement agreement and the scope of services.
49. You hereby agree that we may act on behalf of other clients—including your competitors—in compliance with professional regulations.
50. Assignment of the rights, obligations, or claims arising from the Engagement Agreement is not permitted.
51. Should one or more provisions of the Retainer Agreement be partially or completely invalid, void, or otherwise unenforceable, this shall not affect the validity of the remaining provisions.
52. In the event of any conflicts or ambiguities between the provisions of the retainer agreement, the following order of precedence shall apply (unless expressly agreed otherwise): (a) the cover letter, (b) the relevant scope of services (including the fee agreement, if applicable), (c) the declaration of consent, (d) these General Terms and Conditions, and (e) the other attachments to the engagement agreement.
53. Neither party is authorized to use or refer to the other party's name, logo, or trademark without the other party's prior consent. Provided that we receive your prior consent through the enclosed declaration of consent, we may publicly mention your company name in connection with the services rendered or otherwise identify you as our client.