



EventPlus Marketing Services Co. Ltd.

Our proposal for:

TISAX Services

Köln, December 9, 2021



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1 CURRENT SITUATION AND GOAL SETTING

EventPlus Marketing Services Co. Ltd., in the following referred to as EventPlus Marketing Services intends to have an information security audit at their locations according to the TISAX audit procedures on the basis of a VDA ISA catalogue.

KPMG has been invited to submit a proposal to support the TISAX Readiness in the context of pre-audits.

Background to the TISAX VDA ISA Audit:

The VDA (Automotive Industry Union) developed a questionnaire regarding information security (ISA – information security assessment) for the audit of automotive suppliers and service providers which largely aligns with the international audit standard, the ISO/IEC 27000 Series for Information Security. The VDA ISA catalog that have been published so far by the OEMs were self-determined by the suppliers and service providers. It was not unusual that suppliers and service providers carried out multiple audits by different OEMs. The VDA working group for information security has now developed a common audit and exchange mechanism (TISAX = Trusted Information Security Assessment Exchange), which should help to avoid multiple audits in the future. The aim is to ensure that TISAX audit results are commonly recognized.

End of foray

The results of the TISAX audit will also be determined according to your requirements for submission to ENX Association and its members in the TISAX process (as far as the results are released). The parties named above are included in the protection area of this contract pursuant to §§ 328 ff. BGB (German Civil Code). Our liability to the contrary shall expressly be determined by the provisions of this agreement and shall not go beyond this. KPMG therefore expressly declares that KPMG does not assume any extended liability against any of the aforementioned parties. KPMG does not waive the rights under section 334 of the German Civil Code (BGB), according to which objections from a contract can also be withheld to third parties. Within the scope of the reporting, this understanding of the service is explicitly indicated.

2 SERVICES - EXAMINATION AND PROCEDURE

The three phases described below contain the essential tasks and services for the completion of the TISAX test process.

The objective is to develop a targeted and structured approach in order to achieve a time efficient processing of the tasks.

Through our experience in similar audits and projects, we have oriented ourselves along a pragmatic and efficient approach to the following premises:

1. Transparent and individually coordinated approach for optimal and trustworthy coordination
2. Audit and project planning, taking in to consideration limited resource planning

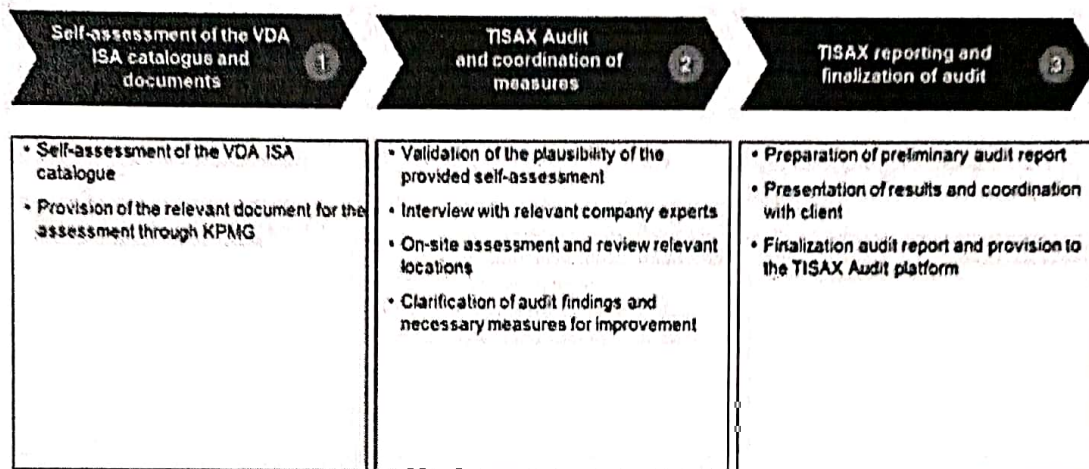


Figure: Phases of the TISAX audit process

3 DESCRIPTION OF THE AUDIT SERVICES

Phase 1 – Self-assessment of the VDA ISA catalogue and documents

– Services from EventPlus Marketing Services

EventPlus Marketing Services will answer the relevant VDA ISA questionnaire and provide KPMG with the relevant required documentation.

Phase 2 – TISAX Audit and coordination of measures

– Services from KPMG

A) Audit of the relevant data in the VDA ISA catalogue

KPMG will evaluate the relevant VDA ISA catalogs and check the details of EventPlus Marketing Services regarding the documentation provided. KPMG pursues a **risk-oriented and pragmatic approach** to its audits. In concrete terms, this means for all KPMG audit measures that an assessment of the maturity of the current documented implementation measures or results from the VDA ISA Questionnaire are taken in to account. KPMG will always maintain transparent communication with the EventPlus Marketing Services regarding the assessment and evaluation of the implementation measures.

B) Interview with defined and selected respondents

KPMG will conduct interview with selected executives of EventPlus Marketing Services. These interviews will take place during the on-site examinations in accompaniment with the VDA ISA test kit. The objective is to obtain a detailed picture of the implementation of current security measures at the selected location of EventPlus Marketing Services, in addition to detailed explanations.

C) On-site Inspections and relevant site inspections

KPMG will coordinate the timing, content and coordination of the on-site examination together with EventPlus Marketing Services. KPMG will define a concrete plan regarding the onsite visits as well as coordination of the interview planning to ensure the most efficient allocation of resources during any onsite inspections. (For Assessment Level 2 TISAX Audits without Prototyping and/or Data protection with special categories of personal data there is no On-Visit mandatory)..

D) Clarification of audit findings and necessary measures for improvement

At the request of EventPlus Marketing Services, KPMG will immediately after an on-the-spot examination, discuss the findings and potential mitigation measures with the relevant counterparts of EventPlus Marketing Services.

Phase 3 – TISAX reporting and finalization of audit

– Services from KPMG

A) Preparation of the final report

KPMG will compile the standard ENX / TISAX report after completion of the test, which will define the results according to the TISAX / ENX reporting requirements.

B) Presentation of results and coordination with client

KPMG will present EventPlus Marketing Services with the audit results and measures for the final release.

C) Finalization audit report and provision to the TISAX Audit platform

KPMG will prepare and upload the report and documentation for the ENX / TISAX relevant platform after approval of the TISAX report by EventPlus Marketing Services has been received.

3.1. Service Limitations

KPMG AG will provide the services described explicitly in the „Services“ section. The following services are not object of the contract.

- Implementation of technical protection measures and adjustments
- Process Implementation
- Implementation of security measures
- Additional not agreed upon follow-up inspections

Events which occur after completion of the work steps or the contract itself, does not oblige the contractor to update the delivered work result or to rework information previously passed to EventPlus Marketing Services.

3.2. Audit requirements and cooperation obligation of EventPlus Marketing Services

EventPlus Marketing Services will provide in particular, the following cooperation obligations free of charge, which are an essential basis for successful performance of our services. These cooperation measures are the prerequisite for the calculation of our service charges.

EventPlus Marketing Services will:

- Submit, at the beginning of the examination, all required or requested documents and information
- Ensure that the self-assessments are complete (including explanations of maturity levels)
- The necessary information / documentation for the performance of the plausibility check (level 2) or the on-site audit (level 3) should be provided at the beginning of the KPMG audit to ensure a revision-safe assessment
- = Ensure that the personnel are properly informed, available and ready to provide information within the agree timeframe
- Appoint a responsible contact person to answer all questions concerning the implementation of the project and answer related questions
- Make decisions relevant to the project available in a timely manner and in accordance to requirements
- To provide work and meeting rooms as well as access to common communication means (telephone, fax and internet)
- Ensure that services rendered by third parties which influence or are related to the services provided by KPMG are provided on time and in good quality.

Upon completion of our work, EventPlus Marketing Services will provide a declaration of completeness that all information, knowledge and evidence required to properly assess the matters of the contract has been provided to KPMG: EventPlus Marketing Services will document to KPMG that they have completely presented their information necessary for the order placement and, in addition, according to the assessment of the report produced by KPMG, adequately reflects the state of knowledge and appraisals or within 2 weeks after delivery of the draft report on adaptation requirements relating to the audit period.

We have taken these requirements into account when estimating the time required and the amount of our fees. If the abovementioned cooperation obligations are not fulfilled and / or the actual conditions are not met, agreed completion dates are postponed by the period of any delays occurring or incurred. In doing so, KPMG undertakes to promptly and without undue delay notify all identified problems with regard to project implementation to the named contact person of EventPlus Marketing Services.

4 SERVICE COSTS - EXPENSES AND COMPENSATION

On the basis of experience from similar examinations and projects as well as through the findings from previous discussions, the following effort estimation is made from KPMG:

- TISAX Level 3 – very high protection requirements
- Location: EventPlus Marketing Services, Room C106-A, Building 44, Shengou Cun, Chaoyang District, Beijing, China
- Scope ID:tbd STC6CK
- Location ID:tbd

Additional requirements:

- catalogues: prototype protection: yes
- Data Protection: no
- Data protection with special categories of personal data: no

In addition to the professional requirements, KPMG will also consider the following requirements when selecting its audit team:

- 1) Experienced staff / seniority
- 2) Implementation of a risk-based and pragmatic audit approach

In order to meet these requirements, we offer the TISAX services mentioned **13 person days** at a price of **EUR 17.550**

The actual audit effort can deviate from this estimate in the case of a change in scoping or in the case of additional time expenditures for KPMG e.g. due to inadequate preparation of the audit according to the project requirements and the cooperation requirements of EventPlus Marketing Services.

KPMG will inform EventPlus Marketing Services if the estimated budget is exceeded by more than 20 percent and align with the EventPlus Marketing Services regarding further procedures. Invoicing is generated monthly on the basis of the expenses incurred by KPMG. All fees charged on the basis of this contract are due upon receipt of the relevant invoice. The VAT if for your country is relevant is shown separately on our invoices.

All fees charged on the basis of this contract **are due upon receipt of the relevant invoice.**

The notification of the successful completion of the TISAX assessment to ENX association to receive the TISAX label **will be send immediately after full payment of the relevant invoices.**

Before the acceptance of this engagement you will pay us a down payment 50% of the fee volume EUR 8.775. The down payment will be set off against our final invoice.

The day rate of **1350 Euro** will also be applied to changes in the order content or an extension of the order until the order is sent; afterwards, new tariffs are agreed upon. The fee is based on a working day of eight hours. If the day-to-day work of a KPMG employee exceeds eight hours, the additional hours in-curred must be paid with an hourly rate of one eighth of the day rate. Hours started are remunerated proportionally.

Travel costs

Costs for travel to and from the project site, as well as other travel-related trips are calculated as working hours, including the travel times recorded, and **are invoiced on top of the TISAX servicecost.** Travel expenses include, in particular, the expenses for flights, overnight, train, rental car, taxi, car use, parking fees, etc. In the case of journeys by car from KPMG employees, a cost of EUR 0.70 per kilometer shall be reimbursed

Technology & Support Fee and VAT

In addition, we will invoice pro rata costs for our IT infrastructure and hosting capability, for our data management, data protection and cybersecurity solutions, for function-specific licenses, for administrative support costs, costs for retaining documents due to statutory retention periods as well as telecommunications expenses and similar costs at a rate of **8.5%** of the fee to be charged.

You will also be charged statutory VAT if for your country is relevant. The VAT is shown separately on our invoices.

5 Details

5.1. Transfer to Third-Parties

The results of our work will be prepared solely in connection with the planned work and will not be suitable for any other purpose. We will report exclusively and directly to MANDANT and any above mentioned parties in accordance with the contract.

Subject to our express written consent, the report may only be passed on to third parties in full, including the written statement on the purpose of the order, restriction of liability and liability conditions, and only if the third party has previously notified in writing the validity of the current General Conditions of Contract (AAB), and has agreed to treat the report as confidential and not to pass it on to third parties.

Third parties within the terms of this restriction shall not be the ENX Association and its members in the TISAX process as defined by §§ 328 ff of the German Civil Code (BGB), as well as your annual auditors and other advisors, as long as the latter are subject to professional secrecy without our consent to our work results from this confidentiality Obligation.

5.2. General Contract Conditions

Our offer is based on the "General Engagement Terms" (Allgemeine Auftragsbedingungen für Wirtschaftsprüfer und Wirtschaftsprüfungsgesellschaften) as of January 1, 2017.

In extension of the liability limitation sum specified in Sec. 9 (2) of the General Terms the maximum amount of liability of EUR 4m for damages resulting from negligence will be limited to EUR 5m.

The amount specified in Sec. 9 (5) of the General Terms of EUR 5m will remain unaffected.

Extensions of liability limitations shall not apply to damages for which liability limitation sums are stipulated by law.

5.3. ENX Association Audit Rights

ENX Association (ENX) is entitled to access the audit data of EventPlus Marketing Services in the context of a review of the TISAX Assessments and can request to provide information about the audit by KPMG. In this respect, EventPlus Marketing Services releases KPMG from confidentiality by signing this contract.

5.4. Special provision for the use of e-mail

Information concerning this engagement may also be exchanged via e-mail communication.

The transmission of an unencrypted e-mail carries the risk that this message is intercepted by an unauthorized third party and that its content is being disclosed.

Each party to this contract is entitled to encrypt e-mail communication or to request an encryption. KPMG offers to support an automatic encryption between servers and gateways or between the respective communicating individuals (end-to-end). Being aware of the immanent risks associated with unencrypted e-mail communication, EventPlus Marketing Services declares to agree that KPMG may

also communicate via unencrypted e-mails, including incorporated information and attached documents to EventPlus Marketing Services or any third party being involved in the performance of the engagement.

5.5 NX Association Audit Rights

ENX is entitled to access the audit data of EventPlus Marketing Services in the context of a review of the TISAX Assessments and to provide information about the audit by KPMG. In this respect, EventPlus Marketing Services releases KPMG from confidentiality in advance by signing this contract.

5.6. Usage agreement of KPMG Central.de

5.7. Consent to use information

During the performance of the services under this engagement KPMG will acquire information concerning you or your business ("confidential information"); some of the confidential information is confined to your contact details, the scope of services, the billing relevant data for this engagement and similar data ("Basic Engagement Data").

KPMG is a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee (KPMG International Limited, its worldwide member firms and their respective affiliates, together "KPMG Firms").

KPMG is entitled to exchange confidential information to the extent necessary with KPMG entities and any legal advisors commissioned by KPMG International Limited (i) to perform the client and engagement acceptance process (especially with respect to the identification of potential conflicts of interest or the compliance with independence requirements), (ii) for the purpose of internal risk evaluation and (iii) for supporting compliance with quality and professional standards for the provision of services and the development of know-how for the provision of services (e.g. by involving specialist and policy departments, participating in quality assurance measures or establishing and maintaining knowledge databases, which also includes analytical and benchmarking purposes, yet for the latter only anonymised data which do not allow conclusions to be drawn about the plain data or their source may be used) and to avail ourselves of this for the aforementioned purposes.

Further KPMG is entitled to involve other KPMG Firms in the provision of services and, if necessary, other subcontractors (such as e.g. DATEV eG) and to share confidential information with them to the extent necessary.

KPMG may share Basic Engagement Data with other KPMG Firms for the purpose of maintaining client relationship.

KPMG is also entitled to provide access to confidential information to KPMG Firms and to external IT-providers (even if engaged by another KPMG Firm) to the extent required for support, development, operation and maintenance of the IT-infrastructure used by KPMG.

KPMG will comply with any applicable legal obligation (including Data Protection Law, in particular Regulation 2016/679 EU General Data Protection Regulation/GDPR) as well as with all the requirements regarding professional confidentiality set out by the professional bodies. KPMG is obligated to ensure that every employee shall maintain confidentiality and comply with the relevant data protection obligations.

In the event KPMG disclose or provide access to confidential information subject to the stipulations set out above to third parties, KPMG shall only do so subject to undertaking by the third party to maintain confidentiality.



Upon fulfilment of its obligations under the contract, KPMG is permitted to use the client's name, its logo and specific nature of its business as a reference within and outside of the KPMG global Organization of independent member firms. In this regard, the client hereby releases KPMG from its obligation to maintain confidentiality.

The client may only use the KPMG name or nature of contractually agreed services in advertising with the express consent of KPMG.

6 Other

Any amendments and supplements to this engagement letter require text form. This also applies to a waiver of the text form requirement.

This agreement is governed by German law. Any disputes arising from or in connection with this agreement will be subject to the exclusive jurisdiction of the Landgericht Köln.

We ask you to document your agreement with the contents of this letter on the attached copy and to return this to the legally binding signature.

We would like to thank you for the trust you have placed in the order, and we will assure you that we will devote our full attention to the order.

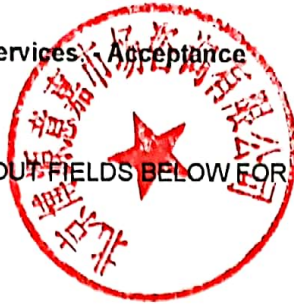
We kindly ask you to return the enclosed copy to us with your express written consent.

Köln, December 9, 2021

Marko Vogel
Partner Cyber Security

Wolf Alexander von Waldthausen
Head of TISAX@KPMG

EventPlus Marketing Services Acceptance



MANDATORY TO FILL OUT FIELDS BELOW FOR INVOICING

Address for invoicing:

Reference Number for invoicing

C106A, Shangba Design + AD
Park, Sihui, Chaoyang District, Beijing

VAT Number:

91110108786882526Z

We confirm that as far now, we have not received any relevant TISAX security consulting services within the last two years from KPMG.

We agree to the above regulations and inclusions of the General Terms and Conditions for Audits and Auditing Firms as of January 1, 2017, as well as the Liability Agreements.

Beijing, Dec. 20, 2021

Jemica Way

Place, Date

Signature

Place, Date

Signature

Attached

- General Engagement Terms for Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften [German Public Auditors and Public Audit Firms] as of January 1, 2017

[Translator's notes are in square brackets]

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*) [Translator's 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.