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partgmbb . wirtschaftsprüfungsgesellschaft

Review Report

of the financial statements
of Geometric Europe GmbH

as at December 31, 2025

Table of contents

Abbreviations

AAB	General Terms and Conditions of Contract for Auditors and Audit Firms as amended on 1. January 2024
GoB	Principles of good Accounting Practice
HGB	German Commercial Code („Handelsgesetzbuch“)
IDW PS900	Principles for the review of financial statements (“Grundsätze für die prüferische Durchsicht von Abschlüssen” [October 1, 2002])

List of attachments

1. Financial Statements of Geometric Europe GmbH as at December 31, 2025 (subject to limited review) (German)
2. Financial Statements of Geometric Europe GmbH as at December 31, 2025 (subject to limited review) (English)
3. Review procedures
4. Review certificate
5. General Terms and Conditions of Contract for Auditors and Audit Firms as amended on 1. January 2024

1. Assignment

The management of

Geometric Europe GmbH, München,

– hereinafter also referred to as the "Company" for short –

has assigned us with the review of the financial statements of Geometric Europe GmbH as at December 31, 2025.

The review is required as assurance in the context of the group audit of HCL Technologies Ltd., India, as of March 31, 2026. The report is prepared solely in connection with that group audit. The report is provided exclusively to Geometric Europe GmbH, its shareholders and group auditors.

Subject to our expressed written consent, the report may only be disclosed in full, including the written statement on the purpose of the assignment, restrictions on disclosure and liability conditions, and only if the respective third party has previously agreed in writing to the validity of the current General Terms and Conditions of Engagement (AAB) and to treat the report as confidential and not to disclose it.

We have reviewed the financial statements prepared by Geometric Europe GmbH according to German GAAP in accordance with IDW PS900.

Our review was limited to the agreed review procedures as outlined in Annex 3 (“agreed upon procedures”).

The information requested by us has been willingly provided to us by the company's management.

We have documented the nature and scope of our activities in our working papers.

The financial statements as at December 31, 2025 are shown in Annex 1. Their English translation can be found in Annex 2.

The financial statements has been derived from the bookkeeping as prepared by the Finance Shared Service Center of HCL Technologies Ltd., India.

With regard to the liability of the auditor for services required by law, the respective statutory limitations of liability apply exclusively, in particular the limitation of liability under Section 323 (2) of the German Commercial Code (HGB). In addition, the existing engagement agreement, including the "General Terms and Conditions for Auditors and Auditing Companies dated 1 January 2024" attached to this report as Annex 5, applies to the performance of the engagement and our responsibility, including in relation to third parties. It should be noted that any protective effect of the underlying engagement relationship in favour of third parties has been excluded in the framework engagement agreement.

2. Responsibility of the legal representatives

The legal representatives of Geometric Europe GmbH are responsible for the accounting and the preparation of the financial statements being in accordance with German GAAP. The officers are also responsible for such internal control as they, in compliance with German Principles of good Accounting practice ("GoB"), have determined necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

This responsibility of the legal representatives is not limited due to our review.

3. Findings of the review of the financial statements of Geometric Europe GmbH as at December 31, 2025

We have reviewed the accompanying financial statements of Geometric Europe GmbH as at December 31, 2025 as presented in Annex 1. The financial statements are the responsibility of the company's management. Our responsibility is to issue a report on the financial statements based on our review.

Our review is based upon and limited to the agreed upon procedure as presented in Annex 3 to this report. As a result we have issued the certificate presented in Annex 4 of this report.

Based on our review, we have not become aware of any facts that would lead us to believe that the annual financial statements have not been prepared in accordance with German commercial law in all material respects or the annual financial statements do not give a true and fair view of the net assets, financial position, and results of operations in accordance with generally accepted accounting principles.

We issue this certificate to the best of our knowledge and based on our review of the documents and information provided to us, as well as on the professional principles as auditors.

Pforzheim, March 26, 2026

gkm glück . kock . mäschke

partgmbb . wirtschaftsprüfungsgesellschaft

signiert von:
Martin Mäschke

Martin Mäschke

German Public Auditor

gkm glück kock mäschke partgmbb
Wirtschaftsprüfungsgesellschaft
Wirtschafts-
Prüfungs-
Gesellschaft
SIEGEL
Zweigniederlassung Pforzheim
München

Financial Statements
(English)

Geometric Europe GmbH, Munich

Balance Sheet as of December 31,2025

			Financial year		Previous year
			EUR	EUR	EUR
A.		**Fixed assets**			
	I.	Tangible assets other plants, factory and office equipment		13,621.13	19,278.22
		Total fixed assets		13,621.13	19,278.22
B.		**Current assets**			
	I.				
	1.	Work in progress, contracts in progress	9,537.03		23,007.57
	2.	Advance payments to supplier	4,310.73		41,412.36
				13,847.76	64,419.93
	II.	Debtors and other assets			
		Trade debtors	0.00		0.00
		Amounts due from affiliated companies	4,987,479.81		2,507,387.49
		other assets	74,938.21		707,113.43
				5,062,418.02	3,214,500.92
	III.	Cash on hands and credit balances at banks		1,454,825.47	3,059,284.77
		Total current assets		6,531,091.25	6,338,205.62
C.		Prepayments & Deferred charges		3,244.98	5,549.48
				6,547,957.36	6,363,033.32

Geometric Europe GmbH, Munich

Balance Sheet as of December 31,2025

			Financial year		Previous year
			EUR	EUR	EUR
A.		**Equity**			
	I.	Subscribed capital	14,050,000.00		14,050,000.00
	II.	balance sheet loss	-9,755,648.14		-8,360,221.70
	III.	Total equity		4,294,351.86	5,689,778.30
		Accruals			
B.	1.	Tax accruals	1,728,155.72		4,869.00
	2.	Other accruals	55,850.96		185,407.73
				1,784,006.68	190,276.73
		Liabilities			
C.	1.	Trade creditors - with a reamining term of up to one year		138,221.78	27,202.59
	2.	Amounts due to affiliated companies - with a reamining term of up to one year		0.00	55,395.00
	3.	other creditors - with a reamining term of up to one year		331,377.04	400,380.70
		thereof tax		-74,014.00	-71,046.00
				6,547,957.36	6,363,033.32

Geometric Europe GmbH, Munich

Income statement for the fiscal year January 1,2025 to December 31,2025

			Financial year		Previous year
			EUR	EUR	EUR
1.		Revenue	2,123,447.06		2,080,550.63
2.		Increase or decrease in Work in porgress and finished products	-13,470.54		-13,470.54
				2,109,976.52	2,067,080.09
3.		Other operating income		260,050.43	167,665.60
4.		Costs of materials			
	a)	Costs of purchased services		109.02	187,336.55
5.		Personnel expenses			
	a)	Wages and salaries	1,053,590.81		1,128,859.86
	b)	Social security, pension and other benefit cc	142,510.65		176,686.34
		thereof for pension	-82,473.00		-84,655.00
				1,196,101.46	1,305,546.20
6.		Amortization, depreciations and write downs of intangible asstes and property, plant and equipment		5,657.09	11,221.60
7.		other operating expenses		881,733.00	686,285.21
8.		interest and similar income		101,505.06	154,140.35
9.		Tax on earnings		1,651,928.71	4,747.28
10.		**Profit after tax**		**-1,263,997.26**	**193,749.20**
11.		other taxes		131,429.18	0.00
12.		**Net profit/loss**		**-1,395,426.44**	**193,749.20**
13.		loss carry forward		-8,360,221.70	-8,553,970.90
14.		**total income / loss**		**-9,755,648.14**	**-8,360,221.70**

Notes to the financial statement

Geometric Europe GmbH, Munich
Notes to the financial statement as of December 31,2025

General information on the annual financial statements

The annual financial statements have been prepared in accordance with the provisions of §§ 242 cont. HGB, under compliance with additional provisions for small-sized corporations.

Identification data according to the registration court

Company name according to the registration court:	Geometric Europe GmbH
Registered office according to the registration court:	Munich
Register entry:	Commercial Register
Registration Court:	Munich
Registration Court-Number:	HRB 220330

Disclosures on accounting and valuation methods

Accounting and valuation principles

Acquired **intangible assets** were carried at cost and, if subject to wear and tear, reduced by scheduled amortization.

Property, plant and equipment are stated at acquisition or production cost and, where subject to wear and tear, reduced by scheduled depreciation.
Depreciation has been charged on a straight-line basis over the expected useful lives of the assets.

Work in progress is valued based on itemized costings based on the current operating accounts, taking into account the sales prices, minus a deduction for profit as well as non-attributable administration and sales costs.

Receivables and other assets and cash and cash equivalents are stated at nominal value. All risk bearing items are accounted for by recognizing appropriate specific valuation allowances.

Prepaid expenses relate to payments made before the balance sheet date that represent expenses for a certain period after that date; these items are reversed on a straight-line basis in accordance with the passage of time.

Provisions for taxes include taxes relating to the fiscal year that have not yet been assessed.

Other provisions were added for all other uncertain liabilities. All identifiable risks were considered.

Liabilities were rated at the amount to be paid.

Assets and liabilities in foreign currencies were converted at the average spot exchange rate on the balance sheet date.

Revenue is recognized when the service has been rendered and accepted by the customer.

Comparability with the previous year

In the annual financial statements, the accounting and valuation methods previously applied were essentially adopted. There was no fundamental change in accounting and valuation methods compared with the previous year.

Notes to the balance sheet

Fixed assets

The development of the individual fixed asset items is shown in the fixed asset movement schedule (appendix to the notes) with details of depreciation and amortization for the financial year.

Disclosure on receivables

Receivables from affiliated companies include trade receivables in the amount of € 956 thousand (previous year: € 387 thousand).

All receivables have a maturity of less than one year.

Other assets include receivables that have not yet legally arisen in the amount of EUR 159 thousand (previous year: EUR 588 thousand).

Cash on hand, bank balances

Bank balances amounted to EUR 1,455 thousand (previous year: EUR 3,059 thousand).

Equity

The subscribed capital amounts to EUR 14,050 thousand (previous year: EUR 14,050 thousand).

The previous year's accumulated deficit of EUR 8,360 thousand was increased by net loss for the year of EUR 1,396 thousand and now amounts to EUR 9,756 thousand.

Information and explanations on provisions

Other accruals mainly consist of provisions for outstanding invoices € 7 thousand (previous year: € 95 thousand) and for personnel € 48 thousand (previous year: € 90 thousand).

Transactions not included in the balance sheet

Other financial obligations not included in the balance sheet

Apart from the liabilities reported in the balance sheet, there are other financial obligations amounting to EUR 210 thousand (previous year: EUR 457 thousand).

Notes to the income statement

Sales

Sales are mainly generated within the European Union.

Other operating income

Other operating income: EUR 260.1 thousand (previous year: EUR 167.7 thousand) includes EUR 260.1 thousand (previous year: EUR 53.2 thousand) in income from foreign currency exchange and EUR 0 thousand (previous year: EUR 114.5 thousand) in income from other periods.

Other operating expenses

Other operating expense: EUR 881.7 thousand (previous year: EUR 686.3 thousand) includes EUR 248.5 thousand (previous year: EUR 83.9 thousand) in expense from foreign currency.

Interest income

Interest income includes EUR 32.0 thousand (previous year: EUR 86.3 thousand) in interest from the loan to affiliated companies.

Other information

Employees

The number of employees (salaried employees) was 10 (previous year: 10).

Contingent liabilities

There are no contingent liabilities.

Names of the managing directors

During the expired fiscal year, the Company's business was managed by

1. George, Bejoy, Frankfurt am Main, *10.06.1967
2. Rungta, Goutam, Ghaziabad, Uttar Pradesh / India, *05.10.1973
3. Walia, Shiv, Maidenhead, Berkshire / United Kingdom, *10.01.1969

Shareholders as of the balance sheet date

The sole shareholder is HCL Technologies Ltd, India.

Group affiliation

Geometric Europe GmbH was included in the consolidated financial statements of HCL Technologies India Ltd. New Delhi / India.

HCL Technologies India Ltd. New Delhi / India prepares the consolidated financial statements for the smallest group of companies in which the company is included.

HCL Technologies India Ltd. New Delhi / India prepares the consolidated financial statements for the largest group of companies in which the company is included.

The published consolidated financial statements are available at the registered office of this company.

Geometric Europe GmbH, Munich
Notes to the financial statement as of December 31,2025

Proposal for the appropriation of net income

It is proposed to carry forward the accumulated loss to new account.

Signature of the management, Munich March 26, 2026

Signed by:
74990DD094AC46E...

____

Bejoy George

Signed by:
Goutam Rungta
B5D3E00EFECE436...

____

Goutam Rungta

Signed by:
Shiv kumar Walia
9115450BAF96402...

____

Shiv Walia

Development of fixed assets as of December 31, 2025

Geometric Europe GmbH, Munich

	As on 01.01.2025			Change in acquisition and prod. Cost		Change in Cummulative Depriciations			As on 31.12.2025		
	Acquisition and Production	Cummulative Depriciation	Book Value	Additions Repostings (U)	Disposals	Additions Repostings (U)	Disposals	Disposals at Book Value	Acquisition and Production Cost	Cummulative Depriciation	Book Value
	€	€	€	€	€	€	€	€	€	€	€
. Intangible assets											
. Purchased concessions, commercial rights, other rights and values as well as licenses of such rights and values	8.669	8.669	0	0	0	0	0	0	8.669	8.669	0
. Goodwill	10.081.714	10.081.714							10.081.714	10.081.714	
	10.090.383	10.090.383	0	0	0	0	0		10.090.383	10.090.383	
	0	0	0	0	0	0	0				
											0
I. Tangible assets											
. Technical equipment and machines	11.467	11.467	0	0	0	0	0	0	0	0	0
1. Other plants, factory and office equipment	123.930	104.652	19,278	0	0	0	0	0	144.067	130.446	13.621
	135.397	116.419	19.278	0	0	0	0	0	144 067	130 446	13.621
	10.225 780	10.206 502	19 278	0	0	0	0	0	10.234.450	10.220.829	13 621

*) Depreciation of current year

Review Procedures

A review of financial statements includes, in particular, analytical assessments such as plausibility assessments of ratios and trends.

In particular we have agreed to

- do a formal review incl. check against trade register information
- carry out analytical procedures on an account balance level
- execute journal entry tests (e.g. review on line item level / mostly query based)
- obtain bank confirmations

Certificate following a review

To Geometric Europe GmbH, München:

We have reviewed the annual financial statements of Geometric Europe GmbH for the financial year from January 1, 2025 to December 31, 2025 in accordance with the principles laid out in IDW PS900 (Principles for the review of financial statements).

The preparation of the annual financial statements in accordance with German commercial law is the responsibility of the company's legal representatives. Our task is to issue a certificate on the annual financial statements on the basis of our review.

We have conducted the review of the annual financial statements in accordance with the German principles for the review of financial statements established by the Institute of Public Auditors (IDW). According to these standards, the review must be planned and performed in such a way that we can exclude with reasonable assurance, based on critical assessment, that the annual financial statements have not been prepared in accordance with German commercial law in all material respects in accordance with generally accepted accounting principles or the annual financial statements do not give a true and fair view of the net assets, financial position, and results of operations in accordance with generally accepted accounting principles. An audit review is primarily limited to interviews with company employees and analytical assessments and therefore does not provide the same level of assurance as an audit. As We have not conducted an audit in accordance with the terms of the engagement, so we cannot issue an audit opinion.

Based on our review, we have not become aware of any facts that would lead us to believe that the annual financial statements have not been prepared in accordance with German commercial law in all material respects or the annual financial statements do not give a true and fair view of the net assets, financial position, and results of operations in accordance with generally accepted accounting principles.

Pforzheim, March 26, 2026

signiert von:
Martin Mäschke

Martin Mäschke
German Public Auditor

gkm glück kock mäschke partgmbb
Wirtschaftsprüfungsgesellschaft
Wirtschafts-
Prüfungs-
Gesellschaft
SIEGEL
Zweigniederlassung Pforzheim
München

[Translator's notes are in square brackets]

General Engagement Terms

for
Wirtschaftsprüferinnen, Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften
[German Public Auditors and Public Audit Firms]
as of January 1, 2024

1. Scope of application

(1) These engagement terms apply to contracts between German Public Auditors (Wirtschaftsprüferinnen/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 (Textform) 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 agreed or results from mandatory rules prescribed by law. In relation to such claims, these engagement terms also apply to these third parties. A German Public Auditor is also entitled to invoke objections (Einwendungen) and defences (Einreden) arising from the contractual relationship with the engaging party to 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 agreement in writing (Textform).

(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 submitted as well as the explanations and statements provided in statement as drafted by the German Public Auditor or in a legally accepted written form (gesetzliche Schriftform) or any other form determined 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 a legally accepted written form (gesetzliche Schriftform) or in writing (Textform) as part of the work in executing the engagement, only that presentation is authoritative. Draft of such presentations are non-binding. Except as otherwise provided for by law or contractually agreed, oral statements and explanations by the German Public Auditor are binding only when they are confirmed in writing (Textform). 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 consent be issued in writing (Textform), 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 subsequent performance (Nacherfüllung) in writing (Textform) without delay. Claims for subsequent performance 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, claims for damages due to negligence arising out of the contractual relationship between the

engaging party and the German Public Auditor, 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], are limited to € 4 million pursuant to § 54 a Abs. 1 Number 2 WPO. This applies equally to claims against the German Public Auditor made by third parties arising from, or in connection with, the contractual relationship.

(3) 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.

(4) The maximum amount under paragraph 2 relates to an individual case of damages. An individual case of damages 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.

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

(6) § 323 HGB remains unaffected by the rules in paragraphs 2 to 5.

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 (Bestätigungsvermerk), 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 consent, issued in a legally accepted written form (gesetzliche Schriftform), 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 material 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 (Textform), ongoing tax advice encompasses the following work during the contract period:

a) preparation and electronic transmission of annual tax returns, including financial statements for tax purposes in electronic format, for income tax, corporate tax and business tax, 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 (Textform).

(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 and valuation assessments for property units 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 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.