

Muehlhan Holding GmbH, Hamburg

Report on the Audit of the Annual Financial
Statements as of December 31, 2025

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With regard to the use of rounded amounts and percentages, we would like to point out that rounding differences might occur due to commercial rounding practices.

This is a translation of the original German auditor's report. Only the German version is authoritative.

1. Audit engagement

By resolution of the general meeting on October 21, 2025, of

Muehlhan Holding GmbH, Hamburg
(hereinafter also referred to as “MYGMBH” or “Company”)

we have been elected as auditor for the financial year 2025. The management then engaged us to audit the annual financial statements, including the accounting records, for the financial year from January 1, 2025, to December 31, 2025.

Our audit is a voluntary financial statement audit.

Pursuant to Article 321 paragraph 4a HGB [Handelsgesetzbuch: German Commercial Code] we confirm that we observed the applicable regulations on auditor's independence in our audit.

We have been appointed as the auditor for the audit of the consolidated financial statements and the group management report prepared by the Company as of December 31, 2025. We will prepare a separate report on this audit.

Our report is addressed to Muehlhan Holding GmbH.

Execution of our engagement and our responsibility, also in relation to third parties, is governed by the General Engagement Terms for Wirtschaftsprüferinnen, Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften [German Public Auditors and Audit Firms] as of January 1, 2024 (see Appendix 4). The maximum liability amount is determined in accordance with number 9, section 2, of the General Engagement Terms. In relation to third parties number 1 section 2 and number 9 of these General Engagement Terms are decisive.

Our report is intended solely to serve as a basis for decisions by the Company's executive bodies and is not to be used for any purpose other than that for which it is intended; accordingly, we assume no responsibility, liability or other obligations vis-à-vis third parties unless we have entered into a written agreement with the third party concerned.

2. Reproduction of the auditor's report

On the basis of the final result of our audit, we have issued the independent auditor's report as reproduced below:

Independent Auditor's Report



Reproduction of the auditor's report

to Muehlhan Holding GmbH, Hamburg

Audit opinion

We have audited the annual financial statements of Muehlhan Holding GmbH, Hamburg, comprising the balance sheet as of December 31, 2025, and the income statement for the financial year from January 1, 2025, to December 31, 2025, as well as the notes to the financial statements, including the presentation of the accounting policies.

In our assessment, and on the basis of the knowledge obtained in our audit, the enclosed annual financial statements comply, in all material respects, with the provisions of German commercial law as they apply to corporations and give a true and fair view of the financial position and cash flows of the Company as of December 31, 2025, and of its financial performance for the financial year from January 1, 2025, to December 31, 2025, in accordance with the German Generally Accepted Standards for Financial Statement Audits.

Pursuant to Article 322, paragraph 3, sentence 1 of the German Commercial Code (HGB), we state that our audit has not led to any reservations with respect to the compliance of the annual financial statements.

Basis for the audit opinion

We conducted our audit of the annual financial statements in accordance with Article 317 HGB, taking into account the German Generally Accepted Standards for Financial Statement Audits promulgated by the Institut der Wirtschaftsprüfer [Institute of Public Auditors in Germany] (IDW). Our responsibilities under those regulations and guidelines are further described in the section of our report entitled "Auditor's responsibility for the audit of the annual financial statements". We are independent of the Company in accordance with the requirements of German

commercial law and the rules of professional conduct, and we have fulfilled our other ethical responsibilities under German professional law in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the annual financial statements.

Responsibility of the executive directors for the annual financial statements

The executive directors are responsible for preparing the annual financial statements which comply, in all material respects, with the provisions of German commercial law as they apply to corporations, and for ensuring that the annual financial statements give a true and fair view of the financial position, cash flows and financial performance of the Company in accordance with the German Generally Accepted Standards for Financial Statement Audits. Furthermore, the executive directors are responsible for such internal control as they have determined necessary, in line with the German Generally Accepted Standards for Financial Statement Audits, to enable the preparation of annual financial statements that are free from material misstatement whether due to fraud (e.g. fraudulent financial reporting and misappropriation of assets) or error.

In preparing the annual financial statements, the executive directors are responsible for assessing the Company's ability to continue as a going concern. They also have the responsibility for disclosing, as applicable, matters related to going concern. They are also responsible for using the going concern basis of accounting, provided that there are no de facto or legal circumstances arguing against this.

Auditor's responsibility for the audit of the annual financial statements

Our objective is to obtain reasonable assurance as to whether the annual financial statements as a whole are free from material misstatement, be it due to fraud or error, and to issue an auditor's report that includes our opinion on the annual financial statements.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Article 317 HGB and in compliance with German Generally Accepted Standards for Financial Statement Audits promulgated by the Institut der Wirtschaftsprüfer (IDW) will always detect a material misstatement. Misstatements can arise from fraudulent acts or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these annual financial statements.

We exercise professional judgment and maintain professional skepticism throughout the assurance work. We also:

- Identify and assess the risks of material misstatement in the annual financial statements, whether due to fraud or error, design and perform audit procedures

responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our audit opinion. The risk of not detecting a material misstatement resulting from fraud is higher than the risk of not detecting one resulting from error, as fraud may include collusion, forgery, intentional omissions, misrepresentations, or override of internal controls.

- Obtain an understanding of the internal controls that are relevant to the audit of the annual financial statements in order to plan audit activities that are appropriate given the prevailing circumstances, but not with the aim of formulating an audit opinion on the effectiveness of the internal controls as established within the Company.
- Evaluate the appropriateness of the accounting policies used by the executive directors and the reasonableness of estimates made by the executive directors and related disclosures.
- Conclude on the appropriateness of the executive directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that such material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the annual financial statements or, if such disclosures are inadequate, to modify our audit opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the presentation, structure and content of the annual financial statements as a whole, including the disclosures, and whether the annual financial statements present the underlying transactions and events in a manner that the annual financial statements give a true and fair view of the financial position, cash flows and financial performance of the Company in accordance with the German Generally Accepted Standards for Financial Statement Audits.

We discuss with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Hamburg, April 29, 2026

Grant Thornton AG
Wirtschaftsprüfungsgesellschaft

Eric Pritsch
Wirtschaftsprüfer
[German Public Auditor]

Tatiana Stöver
Wirtschaftsprüferin
[German Public Auditor]



On publication or further submission of the annual financial statements in a form other than that audited by us (including translations into other languages), a further statement will be required from us if our auditor's report is cited or reference is made to our audit; we refer hereby in particular to Article 328 HGB.

3. Subject, nature and extent of the audit

3.1. Subject of the audit

Subject of our audit were the annual financial statements of Muehlhan Holding GmbH – which comprise the balance sheet as of December 31, 2025, and the income statement for the financial year from January 1, 2025, to December 31, 2025, as well as the notes to the financial statements, including the presentation of the accounting policies – together with the accounting records for the financial year from January 1, 2025, to December 31, 2025.

The applicable accounting principles for the audit of the annual financial statements were the German commercial law provisions applicable to corporations, including the relevant provisions of the Limited Liability Companies Act [Gesetz betreffend die Gesellschaften mit beschränkter Haftung – GmbHG], applying any relief that can be applied as a result of the Company's size.

The Company has exercised the option provided for in Article 264, paragraph 1, sentence 4 HGB and has opted not to prepare a management report.

Regarding the responsibilities of the management of the Company related to the preparation of the annual financial statements, we refer to the explanations given in our auditor's report, which is reproduced in section 2 of this report. The responsibility of the management also comprises responsibility for the Company's accounting records.

Our objective is to assess the annual financial statements together with the accounting records as well as the disclosures made within the course of an audit performed in compliance with German Generally Accepted Standards for Financial Statement Audits. Our respective responsibilities are explained in the section "Audit opinion" and in the section "Auditor's responsibility for the audit of the annual financial statements" of our auditor's report.

The audit of compliance with other regulations is only relevant to the audit of annual financial statements insofar as these regulations normally have an impact on the annual financial statements.

According to Article 317 paragraph 4a HGB, an examination as to whether the ability of the Company to continue as a going concern or whether the effectiveness and efficiency of the Company's management can be guaranteed is not required to be included in the audit.

3.2. Nature and extent of the audit

We conducted our audit in accordance with Article 317 HGB and in compliance with German Generally Accepted Standards for Financial Statement Audits promulgated by the Institut der Wirtschaftsprüfer in Deutschland e.V. [Institute of Public Auditors in Germany] (IDW).

Regarding the objectives of our audit and the essential principles of conducting our audit we refer to the explanations given in the section “Auditor’s responsibility for the audit of the annual financial statements” of our auditor’s report.

The audit was planned and performed taking a risk-oriented approach. Within this approach, we exercise professional judgment and maintain professional skepticism throughout the audit, recognizing that circumstances may exist that cause the annual financial statements to be audited to contain material misstatements.

As part of our risk-based audit approach, we identified and assessed the risks of material misstatement in the annual financial statements due to error and fraud (= risk of error) in order to determine the nature, timing and extent of further audit procedures necessary to obtain sufficient and appropriate audit evidence on which to base our audit opinion. This is based on an understanding of the Company and its environment, the applicable accounting principles and the internal control system relevant to the preparation of the annual financial statements.

Based on the identification and assessment of risks, we determined the following focal points of the audit:

- Existence and measurement of shares in affiliated companies
- Completeness and recoverability of receivables from affiliated companies
- Existence and accuracy of liabilities from bonds
- Existence and accuracy of reported revenues
- Completeness and accuracy of income from long-term equity investments
- Completeness and accuracy of income from profit and loss transfer agreements
- Completeness and accuracy of interest and similar expenses

We tailored our audit program to the key audit matters outlined above, specifying the nature, timing and scope of the additional audit procedures to be performed. In this context – to the extent that we relied on the effectiveness of controls for the purpose of determining substantive audit procedures, or where this was necessary – we performed both functional checks and substantive audit procedures consisting of checks on individual transactions and analytical procedures; otherwise, we performed only substantive audit procedures. Checks on individual transactions and – where relevant – functional checks were conducted as full checks, on a selection of individual aspects or as (representative) spot checks.

The starting point for our audit was the annual financial statements for the prior financial year, on which we issued an unqualified audit opinion. The annual financial statements were adopted on October 21, 2025.

We performed our audit work with interruptions from November 2025 until April 29, 2026.

The management and the individuals it designated as contacts provided all of the necessary explanations and evidence. The management confirmed in writing the completeness of the annual financial statements presented to us.

4. Findings and explanations on the financial reporting

4.1. Compliance of accounting practices

4.1.1. Accounts and other audited documents

In our opinion, on the basis of the knowledge obtained in our audit, the accounting records for the entire financial year comply with the applicable statutory provisions in all material respects. The information derived from the other documents we reviewed is accurately reflected in the accounting records and the annual financial statements in all material respects.

4.1.2. Annual financial statements

In our opinion, and on the basis of the knowledge obtained in our audit, the annual financial statements of Muehlhan Holding GmbH for the financial year from January 1, 2025, to December 31, 2025, comply in all material respects with the German commercial law provisions applicable to corporations including the relevant provisions of the German Limited Liability Companies Act (GmbHG) with permissible use of any relief that can be applied as a result of the Company's size.

In our opinion, on the basis of the knowledge obtained in our audit,

- the balance sheet and the income statement have been properly derived from the accounting records and other audited documents,
- the statutory reporting, recognition and measurement requirements were complied with in all material respects, and
- the note disclosures to the various items of the annual financial statements are complete and accurate.

4.2. Annual financial statements as a whole

4.2.1. Findings on the annual financial statements as a whole

In our assessment, and on the basis of the knowledge obtained in our audit, the annual financial statements of Muehlhan Holding GmbH give a true and fair view of the financial position and cash flows of the Company as of December 31, 2025, and of its financial performance for the financial year from January 1, 2025, to December 31, 2025, in accordance with the German Generally Accepted Standards for Financial Statement Audits.

4.2.2. Valuation principles and transactions with significant impact

4.2.2.1. Material valuation principles

The accounting and valuation methods are presented in the notes to the annual financial statements (see Appendix 3). Compared with the previous year, no changes were made to the accounting and valuation methods.

4.2.2.2. Transactions with significant impact

In our assessment, on the basis of the knowledge obtained in our audit, there were no transactions with a significant impact on the annual financial statements as a whole.

5. Concluding remarks

The key audit partners in terms of the German Professional Statute for German public accountants and German sworn auditors (Berufssatzung WP/vBP) are Tatiana Stöver – being primarily responsible for the engagement (engagement partner) – and Eric Pritsch as additionally responsible key audit partner.

We provide this report concerning the audit of the annual financial statements of Muehlhan Holding GmbH, Hamburg, for the financial year from January 1, 2025, to December 31, 2025, in accordance with the statutory provisions requirements and generally accepted standards for preparing long-form audit reports in accordance with IDW AuS [IDW Auditing Standard] 450 (revised (10/2021)) (“IDW PS 450 n.F. (10.2021)”).

The independent auditor’s report issued by us is reproduced in section 2 of this report.

Hamburg, April 29, 2026

Grant Thornton AG
Wirtschaftsprüfungsgesellschaft

Eric Pritsch
Wirtschaftsprüfer
[German Public Auditor]

Tatiana Stöver
Wirtschaftsprüferin
[German Public Auditor]

Appendix 1

ASSETS	31.12.2025		31.12.2024	EQUITY AND LIABILITIES	31.12.2025		31.12.2024
	EUR	EUR	EUR		EUR	EUR	EUR
A. FIXED ASSETS				A. EQUITY			
I. Intangible assets				I. Subscribed capital	25,000.00		25,000.00
Purchased concessions, industrial and similar rights and assets, and licenses in such rights and assets		7,029,979.00	7,648,088.26	II. Capital reserve	98,445,000.00		98,445,000.00
Rights and assets				III. Net loss	-14,007,231.50		-9,398,945.14
II. Property, plant and equipment					84,462,768.50		89,071,054.86
1. Technical equipment and machinery	569.59		0.00	B. PROVISIONS			
2. Other equipment, operating and office equipment	0.00		201,286.80	1. Tax provisions	35,890.00		35,890.00
		569.59	201,286.80	2. Other provisions	956,859.00		805,085.69
III. Financial assets					992,749.00		840,975.69
Shares in affiliated companies		110,802,277.10	60,773,777.10	C. LIABILITIES			
		117,832,825.69	68,623,152.16	1. Liabilities from bonds	250,000,000.00		0.00
B. CURRENT ASSETS				2. Liabilities to banks	870,755.85		125,492,056.97
I. Receivables and other assets				3. Trade payables	247,575.25		443,194.06
1. Trade receivables	5,673.26		37,857.10	4. Liabilities to affiliated companies	2,137,875.46		7,053,184.45
2. Receivables from affiliated companies	203,773,329.92		151,714,844.84	5. Liabilities to shareholders	354,820.00		709,820.00
3. Other assets	894.85		189,701.37	6. Other liabilities	4,460,522.72		193,440.27
		203,779,898.03	151,942,403.31	- of which from taxes:			
				€129,891.26 (previous year: €-1,715.53)			
				- of which attributable to social security:			
				€2,300.93 (previous year: €5,510.08)			
II. Cash-in-hand and bank balances		16,693,876.14	608,877.53		258,071,549.28		133,891,695.75
		220,473,774.17	152,551,280.84				
C. PREPAID EXPENSES/DEFERRED INCOME		5,220,466.92	2,629,293.30				
		343,527,066.78	223,803,726.30		343,527,066.78		223,803,726.30

Appendix 2

Income Statement

	2025		2024
	EUR	EUR	EUR
1. Revenues	7,951,605.85		5,345,621.16
2. Other operating income	945,063.13		491,430.06
- of which from currency translation: €720,255.28 (previous year: €235,449.75)			
3. Cost of materials		8,896,668.98	5,837,051.22
- Cost of raw materials, consumables and supplies, and of purchased merchandise		-816,450.00	-556,680.54
4. Personnel expenses			
a) Wages and salaries	-2,679,104.65		-2,387,590.30
b) Social security costs	-380,071.62		-347,896.72
5. Amortization of intangible assets and depreciation of property, plant and equipment		-3,059,176.27	-2,735,487.02
6. Other operating expenses		-6,215,472.55	-4,448,418.79
- of which from currency translation: €643,817.09 (previous year: €422,635.66)			
7. Income from long-term equity investments		880,000.00	2,674,175.81
- of which from affiliated companies: €880,000 (previous year: €2,674,175.81)			
8. Other interest and similar income		10,113,137.97	8,469,130.11
- of which from affiliated companies: €9,911,305.83 (previous year: €8,469,130.11)			
9. Expenses for loss absorption		0.00	-713,815.04
- of which from affiliated companies: €0.00 (previous year: €-713,815.04)			
10. Income from profit and loss transfer agreements		1,695,512.40	137,825.29
- of which from affiliated companies: €1,695,512.40 (previous year: €137,825.29)			
11. Interest and similar expenses		-15,250,728.94	-9,332,668.12
- of which to affiliated companies: €383,308.72 (previous year: €959,877.82)			
12. Earnings before taxes		-4,394,398.25	-1,314,733.39
13. Income taxes		-2,919.71	-35,890.00
14. Earnings after taxes		-4,397,317.96	-1,350,623.39
15. Other taxes		-210,968.40	-5,039.97
16. Annual income		-4,608,286.36	-1,355,663.36
18. Earnings carried forward from the previous year		-9,398,945.14	-8,043,281.78
19. Net loss		-14,007,231.50	-9,398,945.14

Appendix 3

Muehlhan Holding GmbH, Hamburg
Financial Statements for the Financial Year
from January 1, 2025, to December 31, 2025

Notes

I. General Disclosures

Muehlhan Holding GmbH is headquartered in Hamburg and is registered with the Hamburg Local Court (*Amtsgericht*) under registration number HRB 178194.

These financial statements have been prepared in accordance with Articles 242 et seq. and Articles 264 et seq. of the German Commercial Code (HGB) and the relevant provisions of the German Limited Liability Company Act (GmbHG).

The income statement has been prepared using the total cost method.

The Company is a small corporation within the meaning of Article 267, paragraph 1, HGB. The relief owing to the Company's size provided for in Articles 276 and 288 HGB is being utilized in some cases.

II. Accounting and Valuation Methods

Intangible assets are capitalized at cost and are amortized over their expected useful lives, which range from three to 20 years. The "Muehlhan" trademark, which is reported under intangible assets, is amortized over a period of 15 years. Amortization is calculated using the straight-line method.

Property, plant and equipment is carried at cost, less depreciation. Depreciation is calculated using the straight-line method. Depreciation is calculated based on the estimated useful life, which ranges from two to ten years. In the year of acquisition, depreciation is calculated *pro rata temporis*. Low-value assets worth up to €250 are written off immediately.

Financial assets are carried at cost or, if a permanent impairment is expected, at the lower of cost or fair value.

Receivables and other assets are carried at cost. Their values are adjusted where necessary. Receivables denominated in foreign currencies are translated using the mid-market exchange rate as of the reporting date. Gains on receivables due within one year are realized immediately in accordance with Article 256a HGB.

Cash on hand and bank balances are stated at their nominal value.

Prepaid expenses are recognized for expenses incurred prior to the reporting date to the extent that they represent expenses for a specific period after that date.

Equity items are reported at nominal value.

Other provisions take into account all identifiable risks and uncertain obligations and are recognized in the amount necessary to settle these obligations, based on sound business judgment, taking into account expected future changes in prices and costs. There are no provisions with remaining terms of more than one year.

Liabilities are recognized at their settlement amount.

Liabilities denominated in foreign currencies are translated using the mid-market exchange rate as of the reporting date pursuant to Article 256a HGB.

III. Notes to the Balance Sheet

1. Receivables and other assets

The receivables have a term to maturity of one year or less.

Receivables from affiliated companies total €203,773 thousand (previous year: €151,715 thousand). Of this amount, €161,967 thousand (previous year: €149,452 thousand) relates to loans to subsidiaries, and €39,070 thousand (previous year: €6,037 thousand) relates to cash pooling agreements. Receivables totaling €5 thousand (previous year: €5 thousand) relate to receivables from the shareholder.

2. Equity

As of the reporting date, the subscribed capital of Muehlhan Holding GmbH amounted to €25 thousand.

3. Liabilities

Liabilities from bonds amount to €250,000 thousand (previous year: €0 thousand), and have a maturity of more than five years. Liabilities to banks come to €871 thousand (previous year: €125,492 thousand); these are current liabilities.

Liabilities to affiliated companies consist of liabilities arising from cash pooling agreements in the amount of €1,796 thousand (previous year: €6,960 thousand) and trade payables in the amount of €342 thousand (previous year: €764 thousand).

Liabilities to the shareholder consist of a short-term loan.

The sundry liabilities have a term to maturity of less than one year.

IV. Notes to the Income Statement

The Company is a small corporation within the meaning of Article 267 HGB. The relief owing to the Company's size provided for in Article 288 HGB has been utilized. Consequently, the notes to the financial statements do not include any notes to the income statement.

V. Other Disclosures

1. Disclosures pursuant to Article 251 HGB

Contingent liabilities arising from guarantees provided for other companies (exclusively affiliated companies) amount to €61,906 thousand (previous year: €33,751 thousand). The risk of claims being asserted is considered low.

As of the reporting date, there are contingent liabilities arising from surety insurance contracts with Zurich Insurance Europe AG, Frankfurt am Main, Swiss Re International SE, Munich, and Allianz Trade, Hamburg. The Company undertakes to reimburse the aforementioned insurers for any security deposits paid should such claims be asserted. The total amount of liability is €30 million. Since no claims have been asserted to date, the risk of a claim being asserted is considered low.

In addition, during the reporting period, the Company issued an unrestricted letter of comfort (*harte Patronatserklärung*) in favor of Muehlhan Project Management, Hamburg.

2. Disclosures pursuant to Article 285 no. 3a HGB

There are financial obligations arising from the conclusion of a lease agreement for office buildings in the amount of €885 thousand. There are also obligations arising from vehicle leases amounting to approximately €61 thousand a year.

3. Disclosures pursuant to Article 285 no. 7 HGB

An average of 17 people were employed by the Company during the financial year.

4. Group relationships

The Company is a subsidiary of Shield MidCo GmbH, Hamburg.

The Company prepares consolidated financial statements as of December 31, 2025, which are published in the company register.

Hamburg, April 21, 2026

The Management

Stefan Müller-Arends

Thorsten Hell

Appendix 4

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 a statement as drafted by the German Public Auditor 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) Where 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. Drafts 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 or 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.