

General Terms and Conditions

The following General Terms and Conditions apply to contracts between tax consultants, tax agents and tax advisory companies (hereinafter „tax consultants“) and their clients unless alternative agreements are expressly concluded in writing or statutory regulations prescribe otherwise.

1 Scope and Performance

- [1] The scope of the services to be provided by the tax consultant shall be determined by the assignment issued. An express agreement in text form is required to the effect that foreign law is to be taken into account. If the legal situation changes following the final settlement of a matter, the tax consultant is not obligated to draw the client's attention to such change and to the ensuing consequences.
- [2] The assignment shall be performed in accordance with the principles of proper professional practice.
- [3] The tax consultant shall assume that the facts – in particular the figures – provided by the client are correct. The tax consultant shall point out any inaccuracies identified.
- [4] Verification of the accuracy, completeness and truth and fairness of the submitted documents and figures – in particular the accounts and balance sheet – does not form part of the assignment unless this has been agreed in text form.
- [5] The assignment does not constitute power of representation before public authorities, courts or other such bodies. Such services must be subject to a separate agreement. If, owing to the client's absence, agreement with the client concerning the lodging of appeals or the use of legal remedies is not possible, the tax consultant is entitled and obliged in cases of doubt to take action to ensure that deadlines are met.

2 Tax consultant's obligations

a Confidentiality

- [1] The tax consultant is legally obliged to observe confidentiality with respect to all facts which become known to him or her in conjunction with the performance of the assignment, unless the client releases the tax consultant from this obligation in writing. The confidentiality obligation continues to exist even after termination of the contractual relationship.
- [2] The confidentiality obligation equally applies to the tax consultant's employees.
- [3] The confidentiality obligation does not apply insofar as disclosure is required to protect the tax consultant's legitimate interests. The tax consultant is also released from the confidentiality obligation insofar as he or she is obliged to provide information and to cooperate under the terms of his or her professional indemnity insurance.
- [4] Statutory rights to refuse to provide information or submit statements in accordance with Section 102 of the German Fiscal Code [AO], Section 53 of the German Code on Criminal Procedure [StPO], Section 383 of the German Code of Civil Procedure [ZPO] remain unaffected.
- [5] The tax consultant may only submit reports, expert opinions and other written statements on the results of his or her work, to third parties with the consent of the client.
- [6] The tax consultant is obliged to observe the confidentiality obligation when sending or transferring papers, documents, work results, etc., on paper or in electronic format. The client, as recipient, ensures for its part that all precautions are observed to ensure that papers and data sent to it only reach the competent persons. The same applies for faxes and emails. Relevant technical and organisational measures must be taken to protect the documents and data delivered. If special, extraordinary measures have to be taken, an according written agreement on the observance of additional security-related measures must be made.

b Correction of errors

- [1] The client is entitled to have any errors corrected. The tax consultant must be given the opportunity to carry out such corrections.
- [2] If the tax consultant fails to correct the errors within a reasonable period or if he/she refuses to do so, the client may, at its discretion, demand a reduction in price or cancel the contract.
- [3] Obvious errors [e.g. clerical or mathematical errors] may be corrected by the tax consultant at any time, also with respect to third parties. Other errors may be corrected by the tax consultant with respect to third parties with the client's consent. Such consent is not necessary if the legitimate interests of the tax consultant have priority over the interests of the client.

c Storage and surrender of documents

- [1] The tax consultant shall store the reference files for a period of 10 years after termination of the assignment. However, this obligation shall end before this period has elapsed if the tax consultant has sent the client a written request to take receipt of the reference files and the client has not complied with this request within six months of receiving it.
- [2] At the request of the client – and not later than the time of termination of the assignment – the tax consultant shall surrender the reference files to the client within a reasonable period. The tax consultant may take and retain transcriptions or copies of documents, which he or she returns to the client.
- [3] Within the meaning of this provision, the term 'reference files' shall be understood to be all documents received by the tax consultant from or for the client in connection with the services provided. This, however, does not apply to the correspondence exchanged between the tax consultant and his or her client, or the documents which the client has already received in the original or as a copy, nor does it include documents compiled for in-house purposes.

3 Involvement of third parties

- [1] The tax consultant is entitled to use the services of staff and external service providers (e. g. data-processing companies) to carry out the assignment.
- [2] When using the services of data-processing companies and other external service providers the tax consultant must respect section 62 a 1 of the German Tax Consultancy Act [StBerG].
- [3] For using the services of skilled third parties (e. g. tax consultants or tax-consultancy companies, lawyers, certified public accountants), the tax consultant needs the prior consent of the client and a corresponding order.
- [4] The tax consultant is entitled to grant general representatives (section 69 of the German Tax Consultancy Act [StBerG]) as well as tax accounting firm trustees (section 71 of the German Tax Consultancy Act) access to the reference file within the meaning of section 66, subsection 2 of the Tax Consultancy Act, should they be appointed.

4 Data protection

- [1] The tax consultant is entitled to collect personal data of the client and his/its staff within the scope of the commission by automated means and to process the same in an automated file or to transmit the same to a data processing service centre for further commissioned processing. The legal basis for the processing of personal data derives in this respect from Art. 6 (1) (b) GDPR. The tax consultant fulfils his or her duty to provide information pursuant to Art. 13 or 14 GDPR by the delivery of further information.
- [2] The tax consultant is entitled to appoint a data protection officer for the performance of his or her duties under the GDPR and the Federal Data Protection Act [BDSG – Bundesdatenschutzgesetz]. Should the data protection officer not already be subject to a professional duty of secrecy, the tax consultant undertakes to impose a duty of secrecy upon him or her prior to the commencement of his or her activities.

5 Liability

- [1] The liability of the Tax Consultant and his vicarious agents for damage resulting from one or – in the case of a uniform sequence of damage – from several breaches of duty on the occasion of the performance of an assignment shall be limited to 4,000,000.00 Euro (in words: four million).
- [2] The limitation of liability relates solely to negligence. Liability for intent shall remain unaffected in this respect. Excluded from the limitation of liability are liability claims for damages arising from injury to life, body or health.
- [3] The limitation of liability shall apply to the entire activity of the Tax Consultant for the Client, i. e. in particular also to an extension of the content of the assignment; a renewed agreement on the limitation of liability shall not be required in this respect.
- [4] Furthermore, the limitation of liability shall also apply to third parties insofar as these fall within the scope of protection of the client-lawyer relationship; § 334 BGB is expressly not waived in this respect. Individual contractual liability limitation agreements shall take precedence over this provision, but shall not affect the validity of this provision, unless expressly provided otherwise.

6 Client's obligations

- [1] The client is obliged to cooperate with the tax consultant insofar as this is necessary for due and proper performance of the assignment. In particular, the client is obliged to provide the tax consultant with all documentation required for performance of the assignment, in due time so that the tax consultant has a reasonable period within which to complete the assignment. This also applies to notification of all incidents and circumstances, which may be of significance for performance of the assignment.
The client is obliged to take note of all written and verbal notifications made by the tax consultant and to submit queries in cases of doubt.
- [2] The client shall refrain from taking any action which might impair the independence of the tax consultant or his or her agents.
- [3] The client agrees to pass on the results of the tax consultant's work to third parties only with the tax consultant's written consent, unless consent to forward these results to a third party is automatically granted by the contents of the assignment.
- [4] If the tax consultant uses data-processing programs at the client's premises, the client is obliged to follow the tax consultant's instructions concerning installation and use of the programs. Furthermore, the client shall only be obliged and entitled to copy the programs to the extent specified by the tax consultant. The client is not permitted to disseminate the programs.
The tax consultant remains the holder of the rights of use. The client shall refrain from taking any action which could prevent the tax consultant from exercising his or her rights of use in the programs.

7 Client's failure to cooperate and default of acceptance

Should the client fail to provide the cooperation which he or she is obliged to provide according to paragraph 5 above or any other form of obligatory cooperation, or if the client is in default with respect to acceptance of the services offered by the tax consultant, the tax consultant is entitled to set a reasonable deadline for rectification of the situation. If the deadline passes and the client has not fulfilled its obligations, the tax consultant may terminate the contract without notice [see section 10, paragraph 3]. This shall not affect the tax consultant's right to compensation for the additional costs incurred as a result of the client's failure to cooperate or default of acceptance, as well as the loss or damage caused, even if the tax consultant has not exercised his or her right to terminate the agreement.

8 Remuneration

- [1] The tax consultant's remuneration [fees and reimbursement of outlays] for his or her professional work pursuant to section 33 of the Tax Consultancy Act, shall be assessed according to the scale of charges for tax consultants, tax agents and tax advisory companies. Only section 9 para 1 sentence 1 of the Tax Consultancy Act shall not apply. Invoices may be sent in electronic format. In this regard the client waves any personal signing of the assessment within the meaning of section 9 para 1 StBVV [Steuerberatervergütungs-verordnung – Scale of Charges for Tax Consultants], so that a qualified electronic signature within the meaning of section 126a BGB is not required. The attention of the client is drawn to the fact that a higher or (exclusively in out-of-court matters) lower remuneration than the statutory remuneration may be agreed in text form (see section 4 para 4 StBVV). A lower remuneration than provided for by law may be agreed in out-of-court matters only if such lower remuneration is reasonably proportionate to the performance, the responsibility and the liability risk of the tax consultant.
- [2] For work which is not covered by the above scale of charges [e.g. Section 57, Subsection 3, paragraphs 2 and 3 of the Tax Consultancy Act], remuneration shall be as agreed between the parties, otherwise the standard remuneration shall apply [Section 612, Subsection 2 and Section 632, Subsection 2 of the German Civil Code [BGB]].
- [3] The tax consultant may refuse to surrender his or her work or the client's documentation until such time as his or her fees and expenses have been satisfactorily settled. This shall not apply in circumstances where retaining the documents would constitute a breach of good faith.
- [4] Offsetting against another remuneration claim of the tax consultant is only permitted in the case of claims which are undisputed or have been established legally.
- [5] If the client is obliged to pay several due invoices, payments will be offset as follows:
The first payment will be set off against the payable debt (main debt); in the case of several accounts receivable, against the oldest respective invoice. A payment which is not sufficient to settle all the invoices for remuneration due shall first be offset against the invoice amount, then against legal expenses and finally interest. Advances paid by the client remain unaffected by the above. Any alternative redemption clauses agreed by the client are ineffective.

9 Payments by direct debiting

If client and contractor agreed for the payment by SEPA direct debit scheme, a period of one day applies for the pre-notification. The payer is entitled to a refund of the paid amount for 8 weeks starting from the date on which the account was debited. The General Terms and Conditions of the bank shall apply.

10 Termination of the contract

- [1] The contract shall end upon fulfilment of the agreed services, by expiry of the agreed term, or by termination. The contract shall not end as a result of death, the client's inability to contract or – in the case of a company – as a result of the dissolution of the company.
- [2] An agreement concluded for an indefinite period can – if and to the extent that it represents a contract for services within the meaning of Sections 611 and 675 of the German Civil Code – be terminated by either contracting partner in accordance with Sections 626 ff. of the German Civil Code. Termination must be declared in writing. Where alternative conditions are to apply in a specific case, a written agreement is required which is to be separately drawn up and submitted to the client together with these General Terms and Conditions at signature of the contract.
- [3] If the contract is terminated by the tax consultant, in order to avert legal losses on the part of the client, the tax consultant must carry out whatever acts are reasonable and which cannot be deferred [e.g. application for the extension of a deadline which is about to expire]. The tax consultant is also liable for such actions as defined in Section 5.
- [4] The tax consultant is obliged to return to the client all items which he or she receives or has received for performance of the assignment and which he obtains from business activities. Furthermore, the tax consultant is obliged to submit all necessary notifications to the client, to provide the client with on request information on the matter in hand, and to account for his or her actions.
- [5] Upon termination of the contract, the client must immediately return to the tax consultant any data-processing programs installed at its premises for the purpose of executing the assignment, including any copies made and any other program documentation, and delete the same from the hard disk.
- [6] Following termination of the contract, the documents must be collected from the tax consultant.

11 Remuneration claims in the case of premature termination of the agreement

In the event that the assignment ends before it has been completed, the tax consultant's remuneration claim shall be based on statutory regulations. Where alternative conditions are to apply in a specific case, an agreement is required in text form which is to be separately drawn up and submitted to the client together with these General Terms and Conditions at signature of the contract.

12 Copyright protection

The services of the tax consultant constitute his/her intellectual property. They are under copyright protection. The subject work results may not be passed on beyond the scope of their intended use except with the prior written approval of the client.

13 Participation in dispute settlement procedures

The tax consultant does not participate in any dispute settlement procedure before a consumer arbitration board within the meaning of the Consumer Disputes Settlement Act (VBSG). We do, however, draw attention to the fact that in case of disputes concerning the client-lawyer relationship recourse may be had for mediation to the tax consultancy chamber competent for us pursuant to section 76 para. 2 no. 3 Tax Consultancy Act (StBergG).

Alternatively, an appeal may be filed by way of the EU platform for extrajudicial dispute settlement accessible under <http://ec.europa.eu/consumers/odr/>.

14 Place of performance and applicable law

- [1] German law applies exclusively to the assignment, its performance and any associated claims.
- [2] Unless otherwise agreed, the place of performance is the place of the professional premises or the place of the branch office of the tax consultant.

15 Place of jurisdiction

Insofar as merchants as defined in sections 1 ff. of the German Commercial Code [Handelsgesetzbuch (HGB)] confront one another as client and contractor, the place of jurisdiction for them is the place of the professional premises or the place of the branch office of the tax consultant.

16 Severability clause

- [1] If any individual provisions of these terms and conditions should be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision is to be replaced by a valid provision that comes as close as possible to the original intent.
- [2] All amendments and additions to these terms and conditions must be made in writing. This also applies to any amendment to the clause relating to the written form.