



CLIENT SERVICES / PROFESSIONAL FRAMEWORK

Terms of Engagement

General terms for finance, accounting, governance and U.S. cross-border advisory services

Drapalski Consulting LLC

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READ THIS FIRST

How these terms work

These general terms describe the framework for engagements accepted by Drapalski Consulting LLC (the “Firm”). They supplement an expressly accepted engagement letter, statement of work or written scope confirmation (the “Engagement Letter”). Website publication, an inquiry or an introductory discussion does not itself establish an engagement. These terms are designed principally for business clients; consumer tax clients require an adapted engagement package.

ORDER OF PRECEDENCE

Mandatory law and applicable professional duties control. An expressly accepted Engagement Letter and service-specific addendum prevail over these Terms where inconsistent; an applicable data-processing agreement prevails on its specific subject. Clauses described as business-client-only do not apply to consumers. No exception to mandatory taxpayer-consent or privacy requirements is implied.

Table of Contents

How these terms work	1
01 Firm and engagement framework	3
02 Services and boundaries.....	3
03 Acceptance, changes and deliverables.....	3
04 Client responsibilities.....	4
05 Fees, invoices and taxes	4
06 Professional and U.S. tax services	5
07 Confidentiality and security	5
08 Data protection and technology	6
09 Work product and reliance.....	6
10 Conflicts, specialists and personnel.....	6
11 Risk allocation and limitations	7
12 Duration, suspension and termination.....	7
13 Legal administration and disputes.....	8

01 Firm and engagement framework

1.1 Parties and defined terms. “Firm” means Drapalski Consulting LLC, a Wyoming limited liability company conducting cross-border activities from Germany. “Client” means only the person or entity named in the Engagement Letter; related entities, shareholders, staff and other persons are not automatically clients. “Terms” means this document.

1.2 Formation and precedence. An inquiry, proposal, draft or conversation does not create an engagement. The Firm starts substantive work only after written acceptance of scope, compliance and conflict checks, and agreed onboarding. Mandatory law and professional duties take priority; the Engagement Letter and any specifically agreed addenda then prevail over these Terms in case of conflict.

1.3 Written scope. The Firm undertakes only services expressly accepted in writing. Website descriptions, introductory conversations and other estimates are not an assurance of a deliverable or outcome.

1.4 Business and consumer clients. These Terms primarily apply to business clients acting in the course of business (“Business Clients”). Consumer engagements, including individual tax returns outside business activity, require appropriate supplementary disclosures and terms; any provision inapplicable to consumers has no effect against them.

02 Services and boundaries

Services may include fractional CFO and controlling, budgeting and forecasting, financial reporting support, governance and internal controls, finance transformation, and expressly engaged U.S. tax work or cross-border coordination.

2.1 Exclusions. Absent a separately authorized engagement, the Firm does not provide legal advice or representation, German Steuerberater or Wirtschaftsprüfer services, audits, reviews, compilations, attest or assurance services, regulated investment advice, or a guarantee of any financing, commercial, audit or tax outcome.

2.2 Regulated deliverables. U.S. tax preparation, filing, formal written tax opinions and representation before U.S. authorities require a separate, written tax scope identifying the taxpayers, entities, tax years, deadlines, consents and filing responsibilities. A general consulting engagement does not authorize filing or agency representation.

2.3 No management role by implication. The Client retains all executive, fiduciary, employment and statutory responsibilities unless a specific written engagement expressly allocates a lawful function to the Firm. Advisory support is not the assumption of a corporate officer role.

03 Acceptance, changes and deliverables

3.1 Engagement record. The Engagement Letter identifies the Client, services and exclusions, material assumptions, deliverables, timetable, fee basis, Client inputs, decision-makers and any service-specific obligations.

3.2 Scope changes. New entities or years, extra complexity, unexpected third-party requests and changes to agreed deliverables are subject to written change approval before additional chargeable work. Email confirmation by authorized contacts is sufficient unless law or the Engagement Letter requires another form.

3.3 Timing and dependencies. Milestones assume timely, complete Client information and necessary access. The Firm will reasonably notify material delays. Filing dates and deadlines remain the Client’s responsibility except where an expressly agreed filing service states otherwise.

3.4 No automatic filing or representation. A draft, recommendation or analytical work product is not authorization to sign, file, pay, submit a return or speak for the Client. Any filing requires separate approval, applicable credentials and prescribed authorizations.

3.5 Deliverable review and acceptance. For business consulting deliverables, the Client has 10 business days after receipt to identify specific, documented nonconformities against the agreed scope. The Firm will reasonably correct substantiated nonconformities within scope. If no objection arrives within that period, the deliverable is accepted for project administration; this does not waive hidden defects, statutory remedies or liability that cannot lawfully be waived. Tax returns and prescribed tax approvals follow Section 6 instead.

3.6 Revisions and draft status. Unless otherwise agreed, one consolidated round of reasonable in-scope comments is included before finalization. New instructions, extra rounds and changes after acceptance require a change agreement. Drafts are not final and must not be relied on or distributed as final work; see Section 9.3.

04 Client responsibilities

4.1 Information and verification. The Client must supply accurate, complete and timely records and lawful disclosure authority; identify restrictions, material assumptions, relevant changes and all known deadlines; and promptly answer material inquiries. The Firm may reasonably rely on information supplied, subject to duties requiring further inquiry.

4.2 Decisions and approvals. The Client retains responsibility for management decisions, books, internal controls, regulatory compliance, underlying tax positions, review of returns and financial statements, payment of taxes and implementation of recommendations, except to the extent expressly assumed by the Firm and permitted by law.

4.3 Third-party data. The Client must have proper authority to share employee, customer, affiliate and third-party records, and notify the Firm in advance of privileged, regulated or particularly sensitive information. The Firm may request secure channels or additional authorizations.

4.4 Records and retention. The Client maintains its own originals, accounting and tax records, backups, audit trails and record-retention processes for all legally required periods. Delivery of records to the Firm does not relieve the Client of these obligations. The Firm retains its own work papers under Section 9.4.

4.5 Cooperation and notices. The Client shall promptly notify the Firm of IRS/state notices, regulator communications, suspected errors and changed facts bearing on the engagement. Such notice does not expand the scope or create representation duties.

05 Fees, invoices and taxes

5.1 Commercial basis. Rates, fixed fees, minimums, project budgets, currency and retainer amounts are set in the Engagement Letter. No website rate or informal estimate is binding unless accepted as part of an engagement. Approved additional work is charged only on the agreed basis.

5.2 Invoices and payment. Unless the Engagement Letter specifies otherwise, fees are invoiced monthly in arrears; fixed-fee milestones are invoiced when completed; and invoices are payable within 14 calendar days after receipt, without unlawful set-off restrictions. The Firm may require a reasonable advance retainer specified in writing; advance amounts are credited in the agreed manner and accounted for on termination.

5.3 Invoice concerns. A Business Client should notify the Firm in writing of any good-faith invoice objection, with reasons, within 10 business days after receipt. Failure to object does not waive valid statutory defenses. The undisputed portion remains payable when due.

5.4 Late payment and suspension. Interest and any statutory recovery charge accrue only when the Client is legally in default and at the rate permitted by governing law. For German business transactions, § 288(2) and (5) BGB may apply. Following written notice and a reasonable cure period of at least seven calendar days, the Firm may suspend unperformed services for material overdue undisputed charges, subject to mandatory law and a reasonable attempt to alert the Client to known critical deadlines.

5.5 Expenses. Reasonable, documented third-party expenses are billed at cost when approved in advance. For Business Clients, individual non-routine items exceeding EUR 250 (or the Engagement Letter's alternative threshold) require prior approval. Taxes, government filing fees and separately accepted professional costs are charged as legally applicable.

5.6 VAT, sales and withholding. Invoices will apply the legally correct VAT, sales-tax, reverse-charge and withholding treatment based on the actual supplier and customer establishments, service type and transaction. The Client must provide accurate billing and business-status information, including VAT ID where relevant. Reverse charge is stated only when lawfully applicable; U.S. LLC formation alone does not determine EU VAT treatment.

5.7 No unilateral additional fees. The Firm will seek written approval before charging work beyond agreed scope, except reasonable action expressly authorized to avoid an imminent loss or deadline. Any such exception must be documented as soon as practicable.

06 Professional and U.S. tax services

6.1 Individual CPA credential. Ross A. Drapalski holds a personal CPA credential issued in North Carolina, United States. This does not confer German Steuerberater, Wirtschaftsprüfer or attorney status, or automatically authorize a Wyoming LLC to render every regulated service in every jurisdiction. Firm-registration, permit and professional-eligibility requirements must be assessed for each relevant service and location.

6.2 Standards and independence. The Firm will exercise reasonable professional care and comply with legally applicable standards, licensing restrictions and professional ethics. For relevant U.S. tax services, Treasury Department Circular 230 and the AICPA Statements on Standards for Tax Services apply insofar as legally or professionally applicable to the responsible practitioner; applicable AICPA consulting standards apply only to the extent relevant and binding.

6.3 Analysis and current law. Advice reflects the records, assumptions and law identified at the stated date. Later developments may change conclusions. Monitoring, annual updating and responding to legal changes are not included unless expressly commissioned.

6.4 Separate tax engagement and no attest. Each U.S. tax engagement specifies tax type, years, forms, source records, taxpayer, due dates, deliverables and who files. No audit, review, compilation, attestation, examination or other assurance is conducted as part of tax preparation or ordinary consulting.

6.5 Taxpayer information and positions. The Client/taxpayer remains responsible for completeness and accuracy of information, adequate recordkeeping, substantiation, disclosure of foreign assets and transactions, identification of prior-year errors, and decisions about positions within applicable law. The Firm may request support, decline a position or withdraw where required by professional standards.

6.6 Review, signature and filing. The Client must review every completed return and attachments before signing or authorizing e-filing; verify identity, names, figures, elections, bank details and tax liabilities; and provide required signature authorization, including Form 8879 where applicable. No return will be transmitted without the necessary taxpayer authorization and separately agreed filing service. The Client remains responsible for timely payment of tax and estimated payments.

6.7 Penalties, interest and notices. Tax, interest and penalties imposed by a taxing authority generally remain the taxpayer's obligations. This clause does not excuse losses that are legally recoverable from the Firm because of its own actionable breach. IRS/state notices, examinations, appeals, collections and representation are excluded unless separately engaged; the Client must forward notices promptly and safeguard response deadlines.

6.8 Tax-information use and consent. Tax return information is protected by 26 U.S.C. §§ 6713 and 7216 and Treas. Reg. §§ 301.7216-1 through -3. When use or disclosure requires taxpayer consent, the Firm will obtain separate, informed, voluntary and compliant consent before acting; these Terms and a general privacy notice are not themselves § 7216 consent. Consent format and cross-border service-provider disclosures require individual assessment, including special Form 1040-series consent rules.

6.9 Tax work papers and records. The Firm's preparer work papers, review notes, analytical files and methodologies ordinarily remain the Firm's property, subject to required taxpayer access, return of original Client records, professional obligations, contractual rights and applicable document-retention laws. The Client must retain copies of returns and all substantiating records.

6.10 No continuing IRS authority. A tax return engagement does not include power of attorney, examination response, extension filing, amended returns, state notices, foreign information returns or FBAR filings unless explicitly listed. Applicable IRS authorizations and professional eligibility are required for each representation service.

07 Confidentiality and security

7.1 Confidential information. The Firm will use non-public Client information only to perform and administer accepted work, comply with law and professional duties, or as specifically authorized. Legally compelled disclosures and properly required taxpayer consents remain governed by applicable law. The Client likewise protects the Firm's confidential methods and non-public commercial information.

7.2 Transfer channels. The parties will use transmission and collaboration methods proportionate to the sensitivity of the information. Passwords, government IDs, complete tax records and bank credentials should not be placed in unsecured emails or open links where an approved secure means is required.

7.3 Records and incidents. Access rights, security incidents, preservation, deletion, return of records and mandatory notifications are governed by applicable data-protection and professional laws and approved written agreements. These Terms do not represent a certification of security controls not actually implemented.

7.4 Confidentiality duration. Confidentiality obligations continue after the engagement ends while information remains protected by contract, applicable law, trade-secret rights or professional secrecy requirements.

08 Data protection and technology

8.1 Actual processing role. The parties will determine for each processing activity whether the Firm acts as controller, processor or subprocessor under the GDPR. Contract labels do not override actual purposes and means of processing.

8.2 Processing agreements and transfers. Where Article 28 GDPR requires a data-processing agreement, it must be executed before relevant processing. International transfers, tax-information disclosure and subcontracted access require the lawful safeguards, notices and approvals applicable to the data and service.

8.3 Software, specialists and AI. Authorized accounting systems, cloud tools and responsible automation may be used under suitable confidentiality and data-protection controls. Restricted Client information will not be submitted to unapproved public generative-AI tools. Professional review is required before delivery of substantive outputs.

8.4 Privacy documents. The website Privacy Policy is not a substitute for any engagement-specific privacy notice, DPA, authorized subprocessors schedule or separate § 7216 tax-information consent.

09 Work product and reliance

9.1 Final Client outputs. After payment of fees properly due for a deliverable, the Client receives a non-exclusive right to use final commissioned reports and schedules internally for their stated business purpose, unless the Engagement Letter grants broader rights. Any legal rights that cannot be conditioned on payment remain unaffected.

9.2 Pre-existing methods. The Firm retains its pre-existing templates, frameworks, analytical methods, models, source code, training resources and know-how. Delivery of source code, transfer of ownership or sublicensing requires express written agreement.

9.3 Drafts, acceptance and third parties. Drafts and unfinished analyses are subject to revision and are not approved advice. Only final deliverables designated as such may be relied on for the agreed purpose; see Section 3.5. No duty to third-party recipients is undertaken without written acceptance, subject to mandatory law.

9.4 Client data and work papers. Original Client records remain the property of their proper owner. The Firm may retain professional work papers and legally required engagement copies consistent with applicable privacy, security, tax-preparer and professional duties. Legal rights of access to or return of Client records are unaffected.

9.5 Third-party distribution. The Client should obtain the Firm's written approval before using a deliverable in a public offering, lender package, litigation, expert proceeding or other external reliance context. Approval may require a new engagement or stated reliance limitations.

10 Conflicts, specialists and personnel

10.1 Conflicts. The Firm may conduct conflict, sanctions and engagement-risk reviews before or during the work. Conflicts may require safeguards, consent, a revised scope or lawful withdrawal.

10.2 External professionals. The Firm may recommend U.S. and German lawyers, German Steuerberater, CPAs, banks, registered agents and other specialists. They contract and invoice separately unless expressly incorporated into an engagement.

10.3 Delegation. Material subcontracting and access to protected data remain subject to required approvals, confidentiality, professional duties and privacy rules. The Firm remains responsible for its own agreed obligations.

10.4 Non-solicitation - Business Clients. During the engagement and for 12 months after it ends, a Business Client will not directly target for recruitment an employee or dedicated subcontractor introduced through the engagement with whom the Client materially worked. General advertising, unsolicited applications, pre-existing relationships and hires agreed in writing are excluded. This clause applies only where consistent with applicable competition, employment and standard-terms law; no automatic penalty applies.

10.5 References and publicity. The Firm will not identify the Client in public marketing, case studies, testimonials or a client list without prior specific written approval, except information that is already lawfully public and does not reveal an engagement or confidential matter. Tax return information is never used for marketing absent a separately valid legal basis and any required § 7216 consent.

11 Risk allocation and limitations

11.1 Standard of care. The Firm will perform accepted work with reasonable professional care and diligence for the agreed scope. No forecast, tax result, financial performance, regulatory acceptance or third-party decision is guaranteed.

11.2 Mandatory liability preserved. Nothing excludes or limits liability for fraud, willful misconduct, intentional wrongdoing, gross negligence, injury to life, body or health, or any other category for which the governing law prohibits restriction. Mandatory professional, privacy and statutory remedies remain unaffected.

11.3 Ordinary-negligence limitation - Business Clients. For Business Clients, to the extent legally permitted: the Firm is not liable for ordinary negligence involving non-essential contractual duties. For negligent breach of an essential contractual duty (one whose performance makes the engagement possible and on which the Client reasonably relies), recovery is limited to foreseeable, contract-typical losses. Any further monetary cap applies only insofar as valid under the governing law: the higher of (a) fees paid or payable for the affected engagement in the 12 months before the event, or (b) EUR 25,000 in aggregate. The Engagement Letter may specify a different properly reviewed cap for material-risk work.

11.4 Categories of loss. Where legally permissible, neither party is liable for remote or unforeseeable consequential loss, lost opportunities or speculative profit. This does not exclude damages that are foreseeable, typical consequences of a material duty breach or a category protected under Section 11.2. Labels such as “indirect” or “consequential” do not themselves reduce mandatory liability.

11.5 Client-provided information. Unless verification is expressly in scope or required by professional duties, the Firm may reasonably rely on Client or identified third-party data. The Client bears the risk of losses arising solely from inaccurate, incomplete or unlawfully supplied information that the Firm could not reasonably identify under its agreed duties.

11.6 Third-party claims and proportionate indemnity. For Business Clients only, the Client will reimburse reasonable, documented third-party losses and defense costs to the extent directly caused by the Client’s culpable breach of Sections 4.1 or 4.3. No reimbursement is due to the extent caused or increased by the Firm’s negligence, wrongdoing or breach. The Firm will give prompt notice, reasonable cooperation and no settlement binding the Client without its written consent, not unreasonably withheld.

11.7 Claim notice and statutory periods. The parties should notify each other promptly of reasonably identifiable claims and allow a reasonable opportunity to investigate or cure, where cure is possible. Where legally permitted for a Business Client outside German-law standard-terms restrictions, a claim for ordinary contractual negligence must be brought within 12 months after the claimant knew or reasonably should have known the essential facts; the rule does not apply to Section 11.2 liabilities. For German-law engagements, statutory limitation periods apply unless a shorter period has been individually negotiated and is valid.

12 Duration, suspension and termination

12.1 Term. Commencement, duration, milestones, renewal and any notice periods are governed by the Engagement Letter. Nothing here automatically renews a retainer.

12.2 Suspension. The Firm may pause services for material non-payment following Section 5.4, lack of essential information, unlawful instructions, security incidents or professional conflicts after reasonable notice where practicable. Mandatory professional duties and non-waivable Client rights remain unaffected.

12.3 Termination. Either party may end the engagement in accordance with the Engagement Letter and applicable law, including non-waivable termination-for-cause rights. Charges for properly completed work and approved expenses are due subject to applicable law and any agreed retainer adjustment.

12.4 Handover and retained records. On termination the Firm will reasonably hand over completed paid-for Client deliverables and return Client originals where required, subject to lawful retention of its work papers, preservation duties and suitable transfer safeguards.

12.5 Open deadlines. The Client retains responsibility for upcoming tax payments, filings, regulatory responses and other deadlines unless expressly covered by an ongoing authorized engagement. Suspension or termination should identify known material open items, but does not create a new representation obligation.

13 Legal administration and disputes

13.1 Language. These Terms are authored in English. Translations are informational unless accepted as controlling in the Engagement Letter. Mandatory language rights and pre-contract disclosures prevail.

13.2 Governing law and forum - business matters. Unless an accepted Engagement Letter specifies another lawful choice: (a) for Business Clients established in Germany or the EEA, German substantive law governs and, to the extent a forum agreement is permitted, the competent courts in Bielefeld, Germany have jurisdiction; (b) for Business Clients established in the United States, Wyoming substantive law governs and the state or federal courts serving Cheyenne, Wyoming have jurisdiction, subject to applicable jurisdiction rules; and (c) for other Business Clients, German substantive law applies with the same German forum as in (a). Conflict-of-laws rules are excluded only to the extent permitted. Overriding mandatory rules and consumer protections remain unaffected.

13.3 Good-faith resolution. For business disputes, the parties will first attempt resolution through good-faith discussions between authorized representatives for 20 business days after written notice of the dispute. They may agree on mediation; neither party is required to arbitrate without a separate written agreement. Either party may pursue urgent protective measures or mandatory remedies at any time.

13.4 Entire agreement. The accepted Engagement Letter, these Terms and properly incorporated addenda constitute the engagement agreement and supersede inconsistent pre-contract descriptions of the same scope, except mandatory law and representations that cannot lawfully be excluded.

13.5 Changes and waiver. Material scope or fee changes require accepted written confirmation. A delay in enforcing a right does not waive it. Mandatory form requirements apply where relevant.

13.6 Independent contractor. The Firm acts as an independent service provider, not the Client's employee, partner, agent, statutory officer or fiduciary except for a specifically lawful appointment agreed in writing. Neither party may bind the other without express authority.

13.7 Assignment. Neither party may assign the engagement materially affecting the other party's legitimate interests without prior written consent, not unreasonably withheld, subject to statutory transfers and mandatory restrictions. Authorized subcontracting under Section 10.3 is not an assignment of the contract.

13.8 Notices. Contract notices may be sent to the business email or address designated in the Engagement Letter, with evidence of receipt where required. A notice of legal proceedings must be served according to applicable procedural law; ordinary email alone does not replace formal service.

13.9 Events beyond control. Neither party is responsible for delay caused by an extraordinary event beyond reasonable control, provided it promptly gives notice, takes reasonable mitigation steps and resumes when feasible. Payment obligations already due and statutory duties are not excused by this clause. Either party may invoke applicable termination rights if an extended disruption defeats the engagement purpose.

13.10 Survival. Accrued fees, confidentiality, data and record duties, authorized work-product rights, risk allocation, dispute provisions and other clauses intended by nature to survive continue after completion or termination to the extent lawful.

13.11 Electronic agreement. Subject to mandatory formalities, electronic signatures, accepted digital counterparts and written acceptance by authorized representatives have the same contractual effect as signed paper counterparts. This does not replace special IRS taxpayer e-filing authorizations.

13.12 No unintended beneficiaries. Unless a written agreement expressly provides otherwise, the engagement creates contractual rights only for the Firm and the Client, subject to non-waivable statutory third-party rights.

13.13 Severability and fair interpretation. If a provision is invalid or unenforceable, the remainder continues insofar as law permits. No invalid standard term is automatically replaced by the nearest enforceable version; statutory rules govern unless the parties validly agree a substitute. Interpretation shall respect applicable mandatory consumer, professional and standard-terms protections.

13.14 Consumer matters. Consumer engagements require appropriate information about prices, distance contracting, any applicable withdrawal rights, professional capacity and access to complaint procedures. Business-only liability, claims-period, non-solicitation and forum provisions do not apply to consumers.