

**Grant Thornton Austria GmbH**  
Wirtschaftsprüfungs- und  
Steuerberatungsgesellschaft  
Rivergate  
Handelskai 92, Gate 2, 7A  
A-1200 Wien

T +43 (0)1 505 43 13-3  
F +43 (0)1 505 43 13-3917  
E [office1200@at.gt.com](mailto:office1200@at.gt.com)  
W [www.grantthornton.at](http://www.grantthornton.at)

Report on the  
audit of the financial statements  
as of March 31, 2020  
of

**Apollo Vredestein Gesellschaft m.b.H.**  
Vienna

**Exemplar Nr: 5**

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To the  
Members of the Management Board  
Apollo Vredestein Gesellschaft m.b.H.  
Vienna

We have completed the audit of the financial statements as of March 31, 2020 of

**Apollo Vredestein Gesellschaft m.b.H.,**  
Vienna,

(referred to as "the Company")

and **report** on the result of our audit as follows:

## 1. Audit contract and performance of the engagement

By shareholders' resolution dated December 11, 2019 of Apollo Vredestein Gesellschaft m.b.H., Vienna, we were elected and appointed as auditor for the fiscal year 2019/2020. The Company, represented by the management board, concluded an **audit contract** with us to audit the financial statements as of March 31, 2020, including the accounting system and the management report pursuant to Sections 269 et seqq. Austrian Company Code UGB.

The Company is a **midsize corporation** pursuant to Section 221 Austrian Company Code UGB.

The audit is a **statutory audit pursuant to Section 268 UGB**.

The **audit included** assessing whether the statutory requirements and additional provisions of the Company's articles of association were adhered to concerning the preparation of the financial statements. The management report is to be assessed whether it is consistent with the financial statements and whether it was prepared in accordance with the applicable legal regulations.

We conducted our audit in accordance with the **legal requirements and generally accepted standards on auditing** as applied in Austria. These standards require that we comply with International Standards on Auditing. An auditor conducting an audit obtains reasonable assurance about whether the financial statements are free from material misstatement. Absolute assurance is not attainable due to the inherent limitations of any accounting and internal control system and due to the sample-based test nature of an audit, there is an unavoidable risk that material misstatements in the financial statements remain undetected. Areas which are generally covered in special engagements were not included in our scope of work.

We performed the audit, with interruptions, from April to May, 2020 mainly on the premises of our law firm in Vienna. The audit was substantially completed at the date of this report.

**Auditor Responsible** for the proper performance of the engagement is Ms Marlene Halikias, Austrian Certified Public Accountant.

Our audit is based on the audit contract concluded with the Company. The "General **Conditions of Contract** for the Public Accounting Professions" issued by the Austrian Chamber Tax Advisors and Auditors (refer to Appendix 3) form an integral part of the audit contract. These conditions of contract do not only apply to the Company and the auditor, but also to third parties. Section 275 Austrian Company Code UGB applies with regard to our responsibility and liability as auditors towards the Company and towards third parties.

## 2. Ratios pursuant to Companies Restructuring Act (URG)

Calculation of Equity ratio according to § 23 URG:

	2019/2020 EUR
Equity according to balance sheet	-244.269,90
Total capital (§ 224 Abs. 3 UGB)	10.118.692,81
<b>Equity ratio according to § 23 URG:</b>	
$\frac{\text{Equity} \times 100}{\text{Total capital}}$	<b>n.A.</b>

Calculation of debt redemption period according to § 24 URG:

	2019/2020 EUR
Accruals	630.418,83
+ Liabilities	9.732.543,88
- Liquid funds	-2.287.461,78
= Effective loan capital	8.075.500,93
Net income for the year	237.604,72
+ Depreciation and Loss from Disposal of Fixed Assets	36.607,45
+/- Change in long-term accruals	-67.101,57
= Profit from operating activities	207.110,60

**Debt redemption period according to § 24 URG:**

$$\frac{\text{(Effective) loan capital}}{\text{Profit from operating activities}} = \mathbf{39 \text{ years}}$$

According to § 22 of the Austrian "Unternehmensreorganisationsgesetz" there is a need to reorganise a company if the equity ratio is lower than 8 % and the debt redemption period is longer than 15 years.

Due to the calculated ratios the criteria for the assumption to restructure the company in terms of URG are consequently fulfilled.

### 3. Breakdown and description of significant items in the financial statements

The breakdown and description of all significant financial statement items are included in the notes to the financial statements and in the management report. Therefore, we refer to the respective disclosures made by the management board in the notes to the financial statements and in the management report.

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## 4. Summary of audit findings

### 4.1. Compliance of the accounting system and the financial statements and of the management report

During our audit, we obtained evidence that the statutory requirements as well as the regulations set forth in the Company's articles of association and generally accepted **accounting principles** in Austria have been complied with.

In line with our risk and controls based audit approach and to the extent we considered necessary for the purpose of expressing an opinion, we considered internal controls related to sub processes of the financial reporting process as part of our audit.

With regard to the compliance of the **financial statements** and of the **management report** with all applicable statutory requirements we refer to the auditor's report.

### 4.2. Information provided

The Company's legal representatives provided all evidence and explanations requested by us. We obtained a representation letter signed by the legal representatives which we included in our working papers.

### 4.3. Statement pursuant to sec. 273 para. 2 and para. 3 UGB

In compliance with sec. 273 para.3 UGB we sent a special letter to the company on May 8, 2020. We informed the management about the need for restructuring pursuant to the Companies Restructuring Act (sec. 22 para.1 Z1 URG). Please refer to our comments under section 2 of the audit report.

Other than that, in performing our tasks as auditors we did not ascertain any facts which might endanger the existences of the company or have a substantial adverse effect on its development, or which indicate any serious breaches of the law or Articles of Association by the statutory representatives or any employees.

We did not become aware of any major weaknesses in the internal control system of the accounting process.

## 5. Auditor's Report

### Report on the Financial Statements

#### Audit Opinion

We have audited the financial statements of

**Apollo Vredestein Gesellschaft m.b.H.,  
Vienna,**

These financial statements comprise the statement of financial position as of March 31, 2019, the income statement for the fiscal year then ended and the notes.

Based on our audit the accompanying financial statements were prepared in accordance with the legal regulations and present fairly, in all material respects, the assets and the financial position of the Company as of March 31, 2019 and its financial performance for the year then ended in accordance with Austrian Generally Accepted Accounting Principles and other legal or regulatory requirements.

#### Basis for Opinion

We conducted our audit in accordance with Austrian Standards on Auditing. Those standards require that we comply with International Standards on Auditing (ISA). Our responsibilities under those regulations and standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are independent of the Company in accordance with the Austrian General Accepted Accounting Principles and professional requirements and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### Highlighting a COVID-19 pandemic

We refer to the information in the notes to the financial statements on events after the balance sheet date in the section "Events after the end of the financial year", in which the legal representatives describe the uncertainties regarding the possible effects of COVID-19 and the measures taken and planned to deal with them. Our audit opinion has not been modified in light of these matters.

#### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation of the financial statements in accordance with Austrian Generally Accepted Accounting Principles for them to present a true and fair view of the assets, the financial position and the financial performance of the Company and for such internal controls as management determines are necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing will always detect a material misstatement when it exists. Misstatements can arise from fraud 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 financial statements.

As part of an audit in accordance with Austrian Standards on Auditing, which require the application of ISA, we exercise professional judgment and maintain professional scepticism throughout the audit. We also:

- identify and assess the risks of material misstatement of the 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 opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- conclude on the appropriateness of management's 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 a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our 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 overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.



### Comments on the Management Report for the Company

Pursuant to Austrian Generally Accepted Accounting Principles, the management report is to be audited as to whether it is consistent with the financial statements and as to whether the management report was prepared in accordance with the applicable legal regulations.

Management is responsible for the preparation of the management report in accordance with Austrian Generally Accepted Accounting Principles.

We conducted our audit in accordance with Austrian Standards on Auditing for the audit of the management report.

#### *Opinion*

In our opinion, the management report for the Company was prepared in accordance with the valid legal requirements and is consistent with the financial statements.

#### *Statement*

Based on the findings during the audit of the financial statements and due to the thus obtained understanding concerning the Company and its circumstances no material misstatements in the management report came to our attention.

#### *Supplement*

With regard to the uncertainties regarding the effects of COVID-19, we refer to the section "3. expected development of the company" in the management report, which describes the analysis of the company's situation and deals with the expected development of the company.

Vienna, May 20, 2020

Grant Thornton Austria GmbH  
Wirtschaftsprüfungs- und Steuerberatungsgesellschaft



This report is a translation of the original report in German, which is solely valid.

Publication or sharing with third parties of the financial statements together with our auditor's opinion is only allowed if the financial statements and the management report are identical with the German audited version. This audit opinion is only applicable to the German and complete financial statements with the management report. Section 281 paragraph 2 UGB (Austrian Company Code) applies to alternated versions

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**Financial Statements as of March 31, 2020**

*Balance sheet as per March 31, 2020*

**Assets**

	31.03.2020 EUR	31.03.2019 EUR
<b>A. Fixed Assets</b>		
<b>I. Tangible Assets</b>		
1. Buildings	74,224.54	83,616.20
thereof investments in rented properties	74,224.54	80,684.50
2. Other equipment	41,872.11	17,359.60
	<b>116,096.65</b>	<b>100,975.80</b>
<b>B. Current Assets</b>		
<b>I. Inventories</b>		
1. Commodities	<b>1,882,211.69</b>	<b>1,377,718.27</b>
<b>I. Receivables and other assets</b>		
1. Accounts receivable from trade	5,815,468.64	6,702,972.14
2. Accounts receivable to affiliated entities	0.00	23,200.04
thereof from receivable from trade	0.00	23,200.04
3. Other accounts receivable and assets	3,616.73	19,682.10
thereof residual term more than 1 year EUR 0.00, (previous year 0.00)		
	<b>5,819,085.37</b>	<b>6,745,854.28</b>
<b>III. Cash and cash equivalents</b>	<b>2,287,461.78</b>	<b>3,642,803.32</b>
	<b>9,988,758.84</b>	<b>11,766,375.87</b>
<b>C. Deferred expenses</b>	<b>13,837.32</b>	<b>12,644.67</b>
	<b>10,118,692.81</b>	<b>11,879,996.34</b>

## Equity and Liabilities

	31.03.2020	31.03.2019
	<u>EUR</u>	<u>EUR</u>
<b>A. Negative share capital</b>		
<b>I. Share capital</b>	36,336.42	36,336.42
<b>II. Profit reserves</b>		
1. Other reserves	93,606.62	93,606.62
<b>III. Net Profit/Loss</b>	-374,212.94	-611,817.66
thereof loss carried forward	<u>-611,817.66</u>	<u>-989,986.04</u>
	<b>-244,269.90</b>	<b>-481,874.62</b>
<b>B. Provisions and accruals</b>		
1. Accruals for severance benefits	125,489.76	171,765.24
2. Tax accruals	36,318.13	22,115.13
3. Other provisions and accrued expenses	468,610.94	802,589.89
	<u><b>630,418.83</b></u>	<u><b>996,470.26</b></u>
<b>C. Liabilities</b>		
1. Accounts payable from trade	47,389.69	24,619.43
thereof residual term less than 1 year	47,389.69	24,619.43
2. Accounts payable to affiliated entities	8,302,989.08	10,078,782.39
thereof from receivable from trade	8,237,797.00	10,001,263.42
thereof other	65,192.08	77,518.97
thereof residual term less than 1 year	8,302,989.08	10,078,782.39
3. Other liabilities	1,382,165.11	1,261,998.88
thereof taxes	1,352,053.94	1,227,138.77
thereof social security	30,111.17	6,429.55
thereof residual term less than 1 year	1,382,165.11	1,261,998.88
	<u><b>9,732,543.88</b></u>	<u><b>11,365,400.70</b></u>
	<u><b>10,118,692.81</b></u>	<u><b>11,879,996.34</b></u>

**Income Statement as per March 31, 2020**

	2019/20 EUR	2018/19 EUR
1. Sales	28,928,137.42	27,291,742.89
2. Other operating income		
a) other	1,052.36	5,679.49
3. Cost of materials and other purchased services		
a) Cost of materials		
Commodities	24,530,462.54	22,820,707.80
Discounts bonuses rebates	-663.94	0.00
	<u>24,529,798.60</u>	<u>22,820,707.80</u>
4. Personnel expenses		
a) Wages	96,829.12	119,254.88
b) Salaries	1,235,919.55	1,131,976.23
c) Social expenses	390,903.55	386,075.91
aa) thereof expenses for statutory social security and payroll related taxes	45,411.20	-17,159.55
ab) thereof expenses for severance	329,078.98	-357,885.98
	<u>1,723,652.22</u>	<u>1,637,307.02</u>
5. Amortization and depreciation		
a) Fixed assets	36,607.45	32,731.86
6. Other operating expenses		
a) Taxes, other than income taxes	60,631.61	16,855.24
b) Other		
Maintenance and Repair	33,719.99	0.00
Operating expenses	33,263.35	0.00
Insurances	16,874.36	0.00
Freight and stock	792,194.54	0.00
Travel expenses	153,546.95	0.00
Vehicle Costs	74,771.71	0.00
Telecommunication Costs	36,173.68	0.00
Rental Expenses	287,686.46	0.00
Office Supplies and Literature	33,100.59	0.00
Bank Charges	25,617.59	0.00
Marketing expenses	521,020.32	0.00
Legal and consultancy Fees	68,766.19	0.00
Writing-off of Receivables	14,094.40	0.00
Other expenses	149,899.39	0.00
	<u>2,240,729.52</u>	<u>2,309,974.39</u>
	<u>2,301,361.13</u>	<u>2,326,829.63</u>
<b>7. Subtotal from line 1 to 6 (Operating result)</b>	<b>337,770.38</b>	<b>479,846.07</b>
8. Income from interest and similar income	127.18	310.41
9. Interest and similar expenses	84,339.84	78,975.25
<b>10. Subtotal from line 8 to 9 (Financial result)</b>	<b>-84,212.66</b>	<b>-78,664.84</b>
<b>11. Earnings before tax</b>	<b>253,557.72</b>	<b>401,181.23</b>
12. Income tax	15,953.00	23,012.85
<b>13. Earnings after taxes = net income</b>	<b>237,604.72</b>	<b>378,168.38</b>
<b>14. Net income</b>	<b>237,604.72</b>	<b>378,168.38</b>
15. Loss/Profit carried forward from previous year	-611,817.66	-989,986.04
<b>17. Net loss</b>	<b>-374,212.94</b>	<b>-611,817.66</b>

## Accounting and valuation principles

### General principles

The statements of Apollo Vredestein Gesellschaft m.b.H were prepared in compliance with the generally accepted accounting principles in Austria as well as in compliance with the general objective of presenting a true and fair view of the company's assets and financial income.

The annual financial statements were prepared in accordance with the principle of completeness.

The valuation of individual assets and liabilities was made in accordance with the principle of individual valuation and with due regard to the principle of going concern.

The principle of prudence has been duly observed by recognizing only those profits which had been realized on the balance sheet date. All identifiable risks and impending losses were considered accordingly.

### Assets

#### Fixed assets

Fixed assets were recognized at acquisition or manufacturing cost and, if subject to depreciation, reduced in value using straight-line depreciation.

The scheduled depreciation is done on a linear basis according to the estimated useful life.

For individual asset groups, the following useful lives were assumed:

	useful life in years	
• Investment in rented properties	10	- 10
• Other equipment	3	- 5

The low-value assets of the fiscal year were immediately written off in full in the year of acquisition.

### Current assets

#### Inventories

Inventories were valued at acquisition or production cost or at lower current values.

#### Receivables and other assets

Receivables and other assets were carried at their nominal value.

Foreign currency receivables were valued at the rate at which they arose or at the lower exchange rate on the balance sheet date.

In the case of identifiable individual risks, the lower attributable value was applied.

### **Accruals**

Accruals for severance payments and provisions for similar obligations

Accruals for severance payments were, as in the previous year, calculated according to financial mathematical methods using an interest rate of 2.5 % (previous year: 2.5 %) with an allowance for employee turnover of 15 - 40 % (previous year: 15 - 40 %) and a retirement age of 65 years for women and 65 years for men (March 31, 2020: EUR 125,489.76; previous year: TEUR 172). An adjustment of the calculation according to financial mathematical methods was not necessary as no fundamental change of the results occurred.

Accruals for jubilee bonuses were as in the prior year calculated according to the collective bargaining agreement for trade employees using an interest rate of 2.5 % (prior year: 2.5 %) and a fluctuation discount of 20 – 85 % depending on seniority (prior year: 20 – 85 %). (March 31, 2020: EUR 40,430.42; previous year: TEUR 61).

### **Provision for taxes**

The tax provisions are the provisions for corporation tax not yet assessed.

### **Other accruals**

In accordance with the principle of prudence, the item "other accruals" includes all risks which were recognizable at the time of preparing the financial statements, as well as all liabilities which were uncertain in terms of amount or reason; these were recognized with the amount required by prudent commercial judgment.

### **Liabilities**

Liabilities are recognized at the amount repayable, in accordance with the principle of prudence.

### Deferred taxes

Deferred tax assets arise from differences between commercial and fiscal balance sheet recognition of personnel-related accruals.

	commercial EUR	fiscal EUR
Accruals for severance payments	125,489.76 <sup>1)</sup>	75,410.03 <sup>1)</sup>
Jubiläumsgeldrückstellung	40,430.62 <sup>2)</sup>	39,302.24 <sup>2)</sup>

<sup>1)</sup> previous year, TEUR 171.8 resp. TEUR 103.4

<sup>2)</sup> previous year, TEUR 61.3 resp. TEUR 52.4

Applying a rate of 25% on corporate income tax, the result is EUR 12,802.00.

Deferred tax assets are not recognised, because the expected ability of future utilisation is limited. The option to recognise deferred tax assets on the expected tax loss carryforward of EUR 539,459.96 as of 31 March 2020 has been waived as there is no convincing evidence that this loss can be utilised.



## **Notes to the balance sheet**

### **General principles**

### **Changes in accounting and valuation methods**

The accounting and valuation methods previously applied have been retained in the preparation of these annual financial statements.

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**Notes to individual items of the balance sheet and income statement**

**Development of fixed assets**

The development of the individual fixed asset items and the breakdown of the annual depreciation according to individual items (§ 226 (1) UGB) can be seen in the lower fixed asset movement schedule

	<u>Acquisition/production costs</u>		<u>Accumulated depreciation</u>			<u>Net Book</u>
	01.04.2019	Additions	01.04.2019	Depreciation	Disposals	01.04.2019
	31.03.2020	Disposals	31.03.2020	Appreciation		31.03.2020
	EUR	Rebooking	EUR	EUR	EUR	EUR
<b>I. Fixed assets</b>						
1. Buildings	216,584.22	12,492.72	132,968.02	18,952.68	0.00	83,616.20
	226,145.24	0.00	151,920.7	0.00		74,224.54
		2,931.70				
<i>thereof investments in rented properties</i>	<i>213,652.52</i>	<i>12,492.72</i>	<i>132,968.02</i>	<i>18,952.68</i>	<i>0.00</i>	<i>80,684.50</i>
	<i>226,145.24</i>	<i>0.00</i>	<i>151,920.7</i>	<i>0.00</i>		<i>74,224.54</i>
		0.00				
2. Other equipment and office equipment	230,388.69	42,167.28	263,029.09	17,654.77	526.88	17,359.60
	322,029.09	526.88	280,156.98	0.00		41,872.11
		0.00				
Total	496,972.91	54,660.00	395,997.11	36,607.45	526.88	100,975.80
	548,174.33	526.88	432,077.68	0.00		116.096,65
		2,931.70				

**Receivables and other assets**

The following table shows the remaining terms of the receivables reported in the balance sheet:

	Total amount EUR	less than 1 year EUR
Accounts receivable from trade	5,815,468.64	5,815,468.64
Other accounts receivable and assets	3,616.73	3,616.73
Total	5,819,085.37	5,819,085.37

### Other receivables and assets

The item "Other receivables and assets" includes significant income that will only be paid after the balance sheet date.

This concerns the following items:

	31.03.2020	31.03.2019
	EUR	EUR
Other receivables	<u>3,616.73</u>	<u>19,682.10</u>
	<u>3,616.73</u>	<u>19,682.10</u>

### Negative Equity

There is no over-indebtedness within the meaning of insolvency law, as the sole shareholder Apollo B.V. Enschede issued the letter of support as of April 19, 2019

APOLLO VREDESTEIN B.v., Enschede, the Netherlands, as the sole shareholder of APOLLO VREDESTEIN Gesellschaft m.b.H., Vienna, hereby gives the binding commitment to secure the liquidity of APOLLO VREDESTEIN Gesellschaft m.b.H., Vienna, in a way that it ranks behind all other creditors with its receivables from the supply of goods. If needed, sufficient liquid funds will be provided so as to ensure a timely settlement of all outstanding liabilities.

The liabilities from the delivery of goods to the shareholder Apollo B.V. Enschede amounted to EUR 11,217,765.04 on April 19, 2019.

This declaration is also binding for other subsidiaries of the APOLLO VREDESTEIN Group.

### Accruals

The following provisions are significant, but have not been reported separately in the balance sheet:

	Status 01/04/2019 EUR	Usage EUR	Disposal EUR	New allocation EUR	Status 31/03/2020 EUR
<b>1. Accruals for severance payments</b>	171,765.24	-76,397.48		30,122.00	125,489.76
<b>2. Tax Accruals</b>					
Corporate Income 2019	22,115.13				22,115.13
Corporate Income 2020				14,203.00	14,203.00
	22,115.13			14,203.00	36,318.13
<b>3. Other accruals</b>					
Anniversary bonuses	61,256.71	-4,549.00	-16,277.09		40,430.62
Revenue bonus	382,925.29	-239,986.00			142,939.29
Unclaimed holidays	108,114.57			25,646.46	133,761.03
Credit notes					
Fregiht costs	108,000.00	-108,000.00			
Salary bonuses	73,293.32	-73,293.32		86,480.00	86,480.00
Legal und consulting costs	37,000.00	-4,000.00			33,000.00
Outstanding invoices	27,000.00	-27,000.00		27,000.00	27,000.00
Legal cost	5,000.00	-5,000.00		5,000.00	5,000.00
	805,589.89	-461,828.32	-16,277.09	144,126.46	468,610.94
	<b>996,470.26</b>	<b>-538,225.80</b>	<b>-16,277.09</b>	<b>188,451.46</b>	<b>630,418.83</b>

### Liabilities

The following notes are provided on the maturities of the liabilities reported in the balance sheet:

	Total amount EUR	less than 1 year EUR
Accounts payable from trade	47,389.69	47,389.69
Accounts payable to affiliated entities	8,302,989.08	8,302,989.08
<i>thereof from deliveries and services</i>	8,237,797.00	8,237,797.00
<i>thereof other</i>	65,192.08	65,192.08
Other liabilities	1,382,165.11	1,382,165.11
<i>thereof taxes</i>	1,352,053.94	1,352,053.94
<i>thereof social security</i>	30,111.17	30,111.173
Total	9,732,543.88	9,732,543.88

### Other liabilities

The item "Other liabilities" includes significant amounts that were recognised as expenses but will only be paid in the following year.

This concerns the following expenses:

	31.03.2020	31.03.2019
	EUR	EUR
Tax authority	1,349,043.60	1,227,138.77
Municipality	3,010.34	0.00
Social security institutions	30,111.17	6,429.55
other liabilities	0.00	28,430.56
	<u>1,382,165.11</u>	<u>1,261,998.88</u>

### Liabilities arising from the usage of tangible fixed assets

#### Liabilities arising from the usage of tangible fixed assets not specified in the balance sheet

Breakdown:

	for next financial year EUR	for next five years EUR
Liabilities from rental and lease agreements	362,611.81	1,588,317.08
	<u>362,611.81 <sup>1)</sup></u>	<u>1,588,317.08 <sup>2)</sup></u>

<sup>1)</sup> previous year: EUR 174,397.76

<sup>2)</sup> previous year: EUR 323,921.26

**Income statement**

**Sales revenue**

	2019/2020 EUR	2018/2019 EUR	Changes EUR	%
Revenues domestic	<u>28,928,137.42</u>	<u>27,291,742.89</u>	<u>1,636,394.53</u>	6.00

**Other operating income**

	31.03.2020 EUR	31.03.2019 EUR
Other income	<u>1,052.36</u>	<u>5,679.49</u>
	<u>1,052.36</u>	<u>5,679.49</u>

**Personnel expenses**

Breakdown:

	2019/2020 EUR	2018/2019 EUR
Wages	96,829.12	119,254.88
Salaries	1,235,919.55	1,131,976.23
Social expenses	390,903.55	386,075.91
	<u>1,723,652.22</u>	<u>1,637,307.02</u>

**Expenses for severance payments and payments to employee pension funds:**

Breakdown:

	31.03.2020 EUR	31.03.2019 EUR
Expenses for severance payments	0.00	2,247.73
Expenses for payments to employee pension funds:	<u>45,411.20</u>	<u>14,911.82</u>
	<u>45,411.20</u>	<u>17,159.55</u>

**Other operating expenses**Breakdown:

	2019/2020 EUR	2018/2019 EUR
Taxes, not included in line 12:	60,631.61	16,855.24
Other:		
Maintenance and Repair	27,456.89	36,883.39
IT expenses	6,263.10	9,790.42
Operating expenses	33,263.35	0.00
Insurances	16,874.36	50,403.59
Freight and stock	792,194.54	866,826.05
Travel expenses	153,546.95	60,453.60
Vehicle Costs	74,771.71	158,995.78
Telecommunication Costs	36,173.68	56,273.80
Rental Expenses	287,686.46	310,215.34
Office Supplies and Literature	33,100.59	45,769.63
Bank Charges	25,617.59	33,827.87
Marketing expenses	521,020.32	551,731.37
Legal and consultancy Fees	68,766.19	71,426.61
Writing-off of Receivables	14,094.40	20,054.38
Other expenses	149,899.39	37,322.56
	<u>2,240,729.52</u>	<u>2,309,974.39</u>

**Other statutory disclosures****Number of employees**

The average number of employees broken down into blue-collar and white-collar workers is (§ 239 (1) Z 1 UGB):

	<u>2019/2020</u>	<u>2018/2019</u>
Blue collar	4	5
White collar	<u>17</u>	<u>18</u>
Total	<u>21</u>	<u>23</u>

**Information on the members of the management**

Management:	Name	since
	Harald Kilzer	08.11.2017
	Vishal Kumar Mittal	03.02.2011
	Benoit Rivallant	29.11.2019

**Salaries for activities of the members of the Management Board**

The gross salaries of the management amounted to € 158,509.90 in the past fiscal year.

**Loans granted**

No loans were granted to the managing directors.

**Audit expenses**

For the audit of the annual financial statements 2019/20 expense amounts to EUR 20,000.00.

**Other explanations**

The company is in a group relation with Apollo Vredestein B.V. (formerly: Vredestein Banden B.V.), Ir E.L.C. Schiff sr. stratt 370, 7547 RD Enschede, Netherlands and their affiliated companies.

The consolidated financial statements have been prepared by Apollo Tyres Ltd., Gurgaon, 122 001 Haryana, India and are available at the company's headquarters.

**Subsequent events**

From today's perspective, it is assumed that the public-sector measures taken as a result of COVID-19 will have a negative impact on our entire financial year. All forecasts, in particular the general economic indicators and those for automobile production, are corrected monthly and already show a decline of around 40% for the entire automotive industry for April 2020.

**Proposal for appropriation of results**

The net income for the year is carried forward to new account.

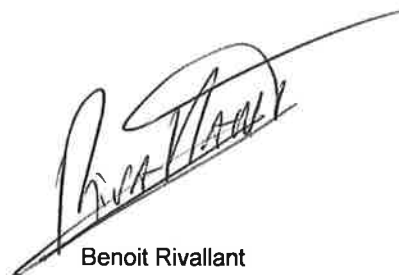
Vienna, May 20, 2020



Harald Kilzer



Vishal Kumar Mittal



Benoit Rivallant



electronic copy

Management Report as of March 31, 2020

**Apollo Vredestein Gesellschaft m.b.H., Vienna**

**MANAGEMENT REPORT**

**FOR THE FINANCIAL YEAR**

**APRIL 1, 2019 TO MARCH 31, 2020**

## 1. Report on business performance and business result

In the financial year from April 1, 2019 to March 31, 2020 revenues increased from TEUR 27,292 to TEUR 28,928. The increase in sales in the financial year was due to an increase in car tyres (around 27,000 units) and truck tyres (around 2,200 units) compared to the previous year.

The earnings before tax decreased by TEUR 147 from TEUR 401 to TEUR 254.

This is primarily due to higher personnel expenses (TEUR 86) due to the departure of the former managing director and a VAT payable (TEUR 43).

## 2. Risk management and existing risk

### 1. *Default risks of receivables*

Within trade receivables default risks arise. The value of receivables may be impaired if counterparties fail to comply with their payment obligations. To effectively manage the credit risks of receivables Apollo Vredestein has established a monitoring system. In addition to credit ratings of customers, credit limits are determined for specific customers. Furthermore, a retention of title is regularly agreed with the customer.

In spite of these measures, one of major customers filed for insolvency procedure in recent years, which led to bad debt in the amount of TEUR 1,138. In the reporting year, there was only a minor loss of receivables of TEUR 14. Since the 2018/19 financial year, credit insurance has been in place for the majority of the customer portfolio.

### 2. *Purchase price development*

Apollo Vredestein is indirectly exposed to price developments of raw materials due to transfer prices, which are determined by the holding company. In recent times, prices for oil, natural and synthetic rubbers were exposed to considerable fluctuations worldwide. In case of an increase of input prices, which cannot be compensated by a transfer to the customers, the income of Apollo Vredestein could be affected significantly.

**3. Market risks**

From today's perspective, it is assumed that the public-sector measures taken as a result of COVID-19 will have a negative impact on our entire fiscal year. All forecasts, in particular the general economic indicators and those for automobile production, are corrected monthly and already show a decline of around 40% for the entire automotive industry for April 2020.

**4. Interest risks**

Apollo Vredestein is exposed, based on accounts payable to affiliated companies, to risks from changes in interest rates. Increase in interest rates would have an impact on current interest expenses and future refinancing cost. These risks are assessed by using the existing controlling system.

**Net assets**

	31.3.2020 TEUR	31.3.2019 TEUR	+/- TEUR	%
<b>Current assets</b>				
Inventories	1.882	1.378	504	36,6
Accounts receivable	5.815	6.703	-888	-13,2
Accounts receivable to affiliated entities	0	23	-23	-100,0
Other accounts receivable and assets	4	20	-16	-81,6
Cash und cash equivalents	2.287	3.643	-1.355	-37,2
Deffered expenses	14	13	1	9,4
	<b>10.003</b>	<b>11.779</b>	<b>-1.776</b>	<b>-15,1</b>
<b>Short-term liabilities</b>				
Short-term liabilities	505	825	-320	-38,8
Accounts payable from trade	47	25	23	92,5
Accounts payable to affiliated entities	8.303	10.079	-1.776	-17,6
Other liabilities	1.382	1.262	120	9,5
	<b>10.237</b>	<b>12.190</b>	<b>-1.953</b>	<b>-16,0</b>
<b>Working Capital</b>	<b>-235</b>	<b>-411</b>	<b>176</b>	<b>-42,9</b>
<b>Assets</b>				
Fixed assets	116	101	15	15,0
<b>Long-term liabilities</b>				
Long-term liabilities	125	172	-46	-26,9
<b>Equity</b>	<b>-244</b>	<b>-482</b>	<b>238</b>	<b>-49,3</b>
<b>Share capital</b>	<b>36</b>	<b>36</b>	<b>0</b>	<b>0,0</b>
<b>Profit reserve</b>	<b>94</b>	<b>94</b>	<b>0</b>	<b>0,0</b>
<b>Net profit/loss</b>	<b>-374</b>	<b>-612</b>	<b>238</b>	<b>-38,8</b>
<b>Total equity</b>	<b>-244</b>	<b>-482</b>	<b>238</b>	<b>-49,3</b>
<b>Total liabilities</b>	<b>10.363</b>	<b>12.362</b>	<b>-1.999</b>	<b>-16,2</b>
<b>Balance sheet total</b>	<b>10.119</b>	<b>11.880</b>	<b>-1.761</b>	<b>-14,8</b>

**Financial Situation****Liquidity and gearing**

	31.03.2020	31.03.2019
Liquidity		
$\frac{\sum \text{Cash and cash equivalents}}{\sum \text{Current assets}}$	0.23	0.31
Gearing in %		
$\frac{\sum \text{Long-term liabilities} \times 100}{\sum \text{Equity}}$	-4,242.42	-2,565.37
- Cash flow statement		
	2019/2020	2018/2019
	TEUR	TEUR
<b>Earnings before tax</b>	<b>254</b>	<b>401</b>
<b>Reconciliation to net cash flow from earnings before tax</b>		
Depreciation/appreciation on fixed assets and securities held as current as- sets	37	33
<b>Cash flow from earnings</b>	<b>290</b>	<b>434</b>
Decrease/increase in inventories, trade receivables and other assets	421	-579
Decrease in provisions, except for taxes on income	-380	-422
Decrease/increase in trade payables and other liabilities	-1.698	3.393
	<b>-1.621</b>	<b>2.425</b>
<b>Net cash flow from profit before tax</b>	<b>-1.367</b>	<b>2.826</b>
<b>Payments for taxes</b>		
Taxes on income	-16	-23
Changes in provisions for taxes	14	-134
	<b>-2</b>	<b>-157</b>
<b>Net cash flow from operating activities</b>	<b>-1.369</b>	<b>2.669</b>
<b>Net cash flow from investing activities</b>		
Additions to fixed assets according to the statement of changes in fixed as- sets (excluding financial assets)	-55	-6
<b>Net cash flow from financing activities</b>		
Cash inflow/outflow from borrowing/repayment of financial loans to affiliated companies	65	0
<b>Change in cash and cash equivalents</b>	<b>-1.358</b>	<b>2.663</b>
<b>Cash and cash equivalents at the beginning of the period</b>	<b>3.643</b>	<b>980</b>
<b>Cash and cash equivalents at the end of the period</b>	<b>2.285</b>	<b>3.643</b>

**Earnings situation**

	2019/2020 TEUR	2018/2019 TEUR	+/- TEUR	%
Sales	28.928	27.292	1.636	6,0
<b>Operating output</b>	<b>28.928</b>	<b>27.292</b>	<b>1.636</b>	<b>6,0</b>
Cost of materials and other purchased services				
Cost of materials	-24.530	-22.821	-783	-3,4
Cash discounts, bonuses, rebates	1	0	1	k. A.
	-24.530	-22.821	-783	-3,4
<b>Gross profit I</b>	<b>4.398</b>	<b>4.471</b>	<b>854</b>	<b>19,1</b>
Personnel expenses				
Wages	-97	-119	22	18,8
Salaries	-1.266	-1.132	-134	-11,8
Social expenses	-361	-386	25	6,5
thereof expenses for severance payments	0	-17	17	100,0
of which expenses for statutory social security contributions and payroll-related taxes and compulsory contributions	-344	-358	14	3,8
	-1.724	-1.637	-87	-5,3
<b>Gross profit II</b>	<b>2.675</b>	<b>2.834</b>	<b>767</b>	<b>27,1</b>
Other operating income	1	6	-5	-81,5
Other operating expenses	-3.227	-2.327	-901	-38,7
<b>Earnings before interest, taxes, depreciation and amortisation (EBITDA)</b>	<b>374</b>	<b>513</b>	<b>-138</b>	<b>-27,0</b>
Amortization and depreciation	-37	-33	-4	-11,8
Financial income				
Other interest and similar income	0	0	0	-59,0
<b>Earnings before interest and taxes (EBIT)</b>	<b>338</b>	<b>480</b>	<b>-142</b>	<b>-29,6</b>
Interest and similar expenses	-84	-79	-5	-6,8
<b>Earnings before taxes (EBT)</b>	<b>254</b>	<b>401</b>	<b>-148</b>	<b>-36,8</b>
Taxes on income	-16	-23	7	30,7
<b>Net income</b>	<b>238</b>	<b>378</b>	<b>-141</b>	<b>-37,2</b>

### 3. Expected development of the company

The management expects a balanced result for the 2020/21 financial year, despite an expected decline in sales with regard to two factors:

1. COVID-19: Apollo Vredestein GmbH was able to maintain its supply chain despite the COVID-19 measures and the introduction of short-time working from April 1, 2020. The current estimates of the decline in turnover compared to the budget in quarter 1 of the financial year are as follows: April 2020 -34%, May 2020 -15%, June 2020 -10%. At this point in time, business is expected to return to normal by July 2020.
2. Apollo production facilities: In order to remain competitive in the future, Apollo Vredestein has decided to relocate most of its production of Apollo car tyres from Europe to India. As a result, the company expects the Apollo brand's sales to decline by approximately 75%, which this has already been taken into account in the budget. The Vredestein brand and Apollo truck tyres are not affected by this change.

### 4. Research and Development

The company does not conduct research and development. Both divisions will be acquired by Apollo Tyres Ltd. in India and Apollo Vredestein B.V. in Holland.

Vienna, May 20, 2020

Management Board



Harald Kilzer



Vishal Kumar Mittal



Benoit Rivallant



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**General Conditions of Contract for the  
Public Accounting Professions (AAB 2018)**

# General Conditions of Contract for the Public Accounting Professions (AAB 2018)

Recommended for use by the Board of the Chamber of Tax Advisers and Auditors, last recommended in its decision of April 18, 2018

## Preamble and General Items

(1) Contract within the meaning of these Conditions of Contract refers to each contract on services to be rendered by a person entitled to exercise profession in the field of public accounting exercising that profession (de facto activities as well as providing or performing legal transactions or acts, in each case pursuant to Sections 2 or 3 Austrian Public Accounting Professions Act (WTBG 2017). The parties to the contract shall hereinafter be referred to as the "contractor" on the one hand and the "client" on the other hand).

(2) The General Conditions of Contract for the professions in the field of public accounting are divided into two sections: The Conditions of Section I shall apply to contracts where the agreeing of contracts is part of the operations of the client's company (entrepreneur within the meaning of the Austrian Consumer Protection Act. They shall apply to consumer business under the Austrian Consumer Protection Act (Federal Act of March 8, 1979 / Federal Law Gazette No. 140 as amended) insofar as Section II does not provide otherwise for such business.

(3) In the event that an individual provision is void, the invalid provision shall be replaced by a valid provision that is as close as possible to the desired objective.

## SECTION I

### 1. Scope and Execution of Contract

(1) The scope of the contract is generally determined in a written agreement drawn up between the client and the contractor. In the absence of such a detailed written agreement, (2)-(4) shall apply in case of doubt:

(2) When contracted to perform tax consultation services, consultation shall consist of the following activities:

- preparing annual tax returns for income tax and corporate tax as well as value-added tax (VAT) on the basis of the financial statements and other documents and papers required for taxation purposes and to be submitted by the client or (if so agreed) prepared by the contractor. Unless explicitly agreed otherwise, documents and papers required for taxation purposes shall be produced by the client.
- examining the tax assessment notices for the tax returns mentioned under a).
- negotiating with the fiscal authorities in connection with the tax returns and notices mentioned under a) and b).
- participating in external tax audits and assessing the results of external tax audits with regard to the taxes mentioned under a).
- participating in appeal procedures with regard to the taxes mentioned under a).

If the contractor receives a flat fee for regular tax consultation, in the absence of written agreements to the contrary, the activities mentioned under d) and e) shall be invoiced separately.

(3) Provided the preparation of one or more annual tax return(s) is part of the contract accepted, this shall not include the examination of any particular accounting conditions nor the examination of whether all relevant concessions, particularly those with regard to value added tax, have been utilized, unless the person entitled to exercise the profession can prove that he/she has been commissioned accordingly.

(4) In each case, the obligation to render other services pursuant to Sections 2 and 3 WTBG 2017 requires for the contractor to be separately and verifiably commissioned.

(5) The aforementioned paragraphs (2) to (4) shall not apply to services requiring particular expertise provided by an expert.

(6) The contractor is not obliged to render any services, issue any warnings or provide any information beyond the scope of the contract.

(7) The contractor shall have the right to engage suitable staff and other performing agents (subcontractors) for the execution of the contract as well as to have a person entitled to exercise the profession substitute for him/her in executing the contract. Staff within the meaning of these Conditions of Contract refers to all persons who support the contractor in his/her operating activities on a regular or permanent basis, irrespective of the type of underlying legal transaction.

(8) In rendering his/her services, the contractor shall exclusively take into account Austrian law; foreign law shall only be taken into account if this has been explicitly agreed upon in writing.

(9) Should the legal situation change subsequent to delivering a final professional statement passed on by the client orally or in writing, the contractor shall not be obliged to inform the client of changes or of the consequences thereof. This shall also apply to the completed parts of a contract.

(10) The client shall be obliged to make sure that the data made available by him/her may be handled by the contractor in the course of rendering the services. In this context, the client shall particularly but not exclusively comply with the applicable provisions under data protection law and labor law.

(11) Unless explicitly agreed otherwise, if the contractor electronically submits an application to an authority, he/she acts only as a messenger and this does not constitute a declaration of intent or knowledge attributable to him/her or a person authorized to submit the application.

(12) The client undertakes not to employ persons that are or were staff of the contractor during the contractual relationship, during and within one year after termination of the contractual relationship, either in his/her company or in an associated company, failing which he/she shall be obliged to pay the contractor the amount of the annual salary of the member of staff taken over.

### 2. Client's Obligation to Provide Information and Submit Complete Set of Documents

(1) The client shall make sure that all documents required for the execution of the contract be placed without special request at the disposal of the contractor at the agreed date, and in good time if no such date has been agreed, and that he/she be informed of all events and circumstances which may be of significance for the execution of the contract. This shall also apply to documents, events and circumstances which become known only after the contractor has commenced his/her work.

(2) The contractor shall be justified in regarding information and documents presented to him/her by the client, in particular figures, as correct and complete and to base the contract on them. The contractor shall not be obliged to identify any errors unless agreed separately in writing. This shall particularly apply to the correctness and completeness of bills. However, he/she is obliged to inform the client of any errors identified by him/her. In case of financial criminal proceedings he/she shall protect the rights of the client.

(3) The client shall confirm in writing that all documents submitted, all information provided and explanations given in the context of audits, expert opinions and expert services are complete.

(4) If the client fails to disclose considerable risks in connection with the preparation of financial statements and other statements, the contractor shall not be obliged to render any compensation insofar as these risks materialize.

(5) Dates and time schedules stated by the contractor for the completion of the contractor's products or parts thereof are best estimates and, unless otherwise agreed in writing, shall not be binding. The same applies to any estimates of fees: they are prepared to best of the contractor's knowledge; however, they shall always be non-binding.

(6) The client shall always provide the contractor with his/her current contact details (particularly the delivery address). The contractor may rely on the validity of the contact details most recently provided by the client, particularly have deliveries made to the most recently provided address, until such time as new contact details are provided.

### 3. Safeguarding of Independence

(1) The client shall be obliged to take all measures to prevent that the independence of the staff of the contractor be jeopardized and shall himself/herself refrain from jeopardizing their independence in any way. In particular, this shall apply to offers of employment and to offers to accept contracts on their own account.

(2) The client acknowledges that his/her personal details required in this respect, as well as the type and scope of the services, including the performance period agreed between the contractor and the client for the services (both audit and non-audit services), shall be handled within a network (if any) to which the contractor belongs, and for this purpose transferred to the other members of the network including abroad for the purpose of examination of the existence of grounds of bias or grounds for exclusion and conflicts of interest. For this purpose the client expressly releases the contractor in accordance with the Data Protection Act and in accordance with Section 80 (4) No. 2 WTBG 2017 from his/her obligation to maintain secrecy. The client can revoke the release from the obligation to maintain secrecy at any time.

#### 4. Reporting Requirements

(1) (Reporting by the contractor) In the absence of an agreement to the contrary, a written report shall be drawn up in the case of audits and expert opinions.

(2) (Communication to the client) All contract-related information and opinions, including reports, (all declarations of knowledge) of the contractor, his/her staff, other performing agents or substitutes ("professional statements") shall only be binding provided they are set down in writing. Professional statements in electronic file formats which are made, transferred or confirmed by fax or e-mail or using similar types of electronic communication (that can be stored and reproduced but is not oral, i.e. e.g. text messages but not telephone) shall be deemed as set down in writing; this shall only apply to professional statements. The client bears the risk that professional statements may be issued by persons not entitled to do so as well as the transfer risk of such professional statements.

(3) (Communication to the client) The client hereby consents to the contractor communicating with the client (e.g. by e-mail) in an unencrypted manner. The client declares that he/she has been informed of the risks arising from the use of electronic communication (particularly access to, maintaining secrecy of, changing of messages in the course of transfer). The contractor, his/her staff, other performing agents or substitutes are not liable for any losses that arise as a result of the use of electronic means of communication.

(4) (Communication to the contractor) Receipt and forwarding of information to the contractor and his/her staff are not always guaranteed when the telephone is used, in particular in conjunction with automatic telephone answering systems, fax, e-mail and other types of electronic communication. As a result, instructions and important information shall only be deemed to have been received by the contractor provided they are also received physically (not by telephone, orally or electronically), unless explicit confirmation of receipt is provided in individual instances. Automatic confirmation that items have been transmitted and read shall not constitute such explicit confirmations of receipt. This shall apply in particular to the transmission of decisions and other information relating to deadlines. As a result, critical and important notifications must be sent to the contractor by mail or courier. Delivery of documents to staff outside the firm's offices shall not count as delivery.

(5) (General) In writing shall mean, insofar as not otherwise laid down in Item 4. (2), written form within the meaning of Section 886 Austrian Civil Code (ABGB) (confirmed by signature). An advanced electronic signature (Art. 26 eIDAS Regulation (EU) No. 910/2014) fulfills the requirement of written form within the meaning of Section 886 ABGB (confirmed by signature) insofar as this is at the discretion of the parties to the contract.

(6) (Promotional information) The contractor will send recurrent general tax law and general commercial law information to the client electronically (e.g. by e-mail). The client acknowledges that he/she has the right to object to receiving direct advertising at any time.

#### 5. Protection of Intellectual Property of the Contractor

(1) The client shall be obliged to ensure that reports, expert opinions, organizational plans, drafts, drawings, calculations and the like, issued by the contractor, be used only for the purpose specified in the contract (e.g. pursuant to Section 44 (3) Austrian Income Tax Act 1988). Furthermore, professional statements made orally or in writing by the contractor may be passed on to a third party for use only with the written consent of the contractor.

(2) The use of professional statements made orally or in writing by the contractor for promotional purposes shall not be permitted; a violation of this provision shall give the contractor the right to terminate without notice to the client all contracts not yet executed.

(3) The contractor shall retain the copyright on his/her work. Permission to use the work shall be subject to the written consent by the contractor.

#### 6. Correction of Errors

(1) The contractor shall have the right and shall be obliged to correct all errors and inaccuracies in his/her professional statement made orally or in writing which subsequently come to light and shall be obliged to inform the client thereof without delay. He/she shall also have the right to inform a third party acquainted with the original professional statement of the change.

(2) The client has the right to have all errors corrected free of charge if the contractor can be held responsible for them; this right will expire six months after completion of the services rendered by the contractor and/or – in cases where a written professional statement has not been delivered – six months after the contractor has completed the work that gives cause to complaint.

(3) If the contractor fails to correct errors which have come to light, the client shall have the right to demand a reduction in price. The extent to which additional claims for damages can be asserted is stipulated under Item 7.

#### 7. Liability

(1) All liability provisions shall apply to all disputes in connection with the contractual relationship, irrespective of the legal grounds. The contractor is liable for losses arising in connection with the contractual relationship (including its termination) only in case of willful intent and gross negligence. The applicability of Section 1298 2<sup>nd</sup> Sentence ABGB is excluded.

(2) In cases of gross negligence, the maximum liability for damages due from the contractor is tenfold the minimum insurance sum of the professional liability insurance according to Section 11 WTBG 2017 as amended.

(3) The limitation of liability pursuant to Item 7. (2) refers to the individual case of damages. The individual case of damages includes all consequences of a breach of duty regardless of whether damages arose in one or more consecutive years. In this context, multiple acts or failures to act that are based on the same or similar source of error as one consistent breach of duty if the matters concerned are legally and economically connected. Single damages remain individual cases of damage even if they are based on several breaches of duty. Furthermore, the contractor's liability for loss of profit as well as collateral, consequential, incidental or similar losses is excluded in case of willful damage.

(4) Any action for damages may only be brought within six months after those entitled to assert a claim have gained knowledge of the damage, but no later than three years after the occurrence of the (primary) loss following the incident upon which the claim is based, unless other statutory limitation periods are laid down in other legal provisions.

(5) Should Section 275 Austrian Commercial Code (UGB) be applicable (due to a criminal offense), the liability provisions contained therein shall apply even in cases where several persons have participated in the execution of the contract or where several activities requiring compensation have taken place and irrespective of whether other participants have acted with intent.

(6) In cases where a formal auditor's report is issued, the applicable limitation period shall commence no later than at the time the said auditor's report was issued.

(7) If activities are carried out by enlisting the services of a third party, e.g. a data-processing company, any warranty claims and claims for damages which arise against the third party according to law and contract shall be deemed as having been passed on to the client once the client has been informed of them. Item 4. (3) notwithstanding, in such a case the contractor shall only be liable for fault in choosing the third party.

(8) The contractor's liability to third parties is excluded in any case. If third parties come into contact with the contractor's work in any manner due to the client, the client shall expressly clarify this fact to them. Insofar as such exclusion of liability is not legally permissible or a liability to third parties has been assumed by the contractor in exceptional cases, these limitations of liability shall in any case also apply to third parties on a subsidiary basis. In any case, a third party cannot raise any claims that go beyond any claim raised by the client. The maximum sum of liability shall be valid only once for all parties injured, including the compensation claims of the client, even if several persons (the client and a third party or several third parties) have sustained losses; the claims of the parties injured shall be satisfied in the order in which the claims have been raised. The client will indemnify and hold harmless the contractor and his/her staff against any claims by third parties in connection with professional statements made orally or in writing by the contractor and passed on to these third parties.

(9) Item 7. shall also apply to any of the client's liability claims to third parties (performing agents and vicarious agents of the contractor) and to substitutes of the contractor relating to the contractual relationship.

#### 8. Secrecy, Data Protection

(1) According to Section 80 WTBG 2017 the contractor shall be obliged to maintain secrecy in all matters that become known to him/her in connection with his/her work for the client, unless the client releases him/her from this duty or he/she is bound by law to deliver a statement.

(2) Insofar as it is necessary to pursue the contractor's claims (particularly claims for fees) or to dispute claims against the contractor (particularly claims for damages raised by the client or third parties against the contractor), the contractor shall be released from his/her professional obligation to maintain secrecy.

(3) The contractor shall be permitted to hand on reports, expert opinions and other written statements pertaining to the results of his/her services to third parties only with the permission of the client, unless he/she is required to do so by law.

(4) The contractor is a data protection controller within the meaning of the General Data Protection Regulation ("GDPR") with regard to all personal data processed under the contract. The contractor is thus authorized to process personal data entrusted to him/her within the limits of the contract. The material made available to the contractor (paper and data carriers) shall generally be handed to the client or to third parties appointed by the client after the respective rendering of services has been completed, or be kept and destroyed by the contractor if so agreed. The contractor is authorized to keep copies thereof insofar as he/she needs them to appropriately document his/her services or insofar as it is required by law or customary in the profession.

(5) If the contractor supports the client in fulfilling his/her duties to the data subjects arising from the client's function as data protection controller, the contractor shall be entitled to charge the client for the actual efforts undertaken. The same shall apply to efforts undertaken for information with regard to the contractual relationship which is provided to third parties after having been released from the obligation to maintain secrecy to third parties by the client.

#### 9. Withdrawal and Cancellation („Termination“)

(1) The notice of termination of a contract shall be issued in writing (see also Item 4. (4) and (5)). The expiry of an existing power of attorney shall not result in a termination of the contract.

(2) Unless otherwise agreed in writing or stipulated by force of law, either contractual partner shall have the right to terminate the contract at any time with immediate effect. The fee shall be calculated according to Item 11.

(3) However, a continuing agreement (fixed-term or open-ended contract on – even if not exclusively – the rendering of repeated individual services, also with a flat fee) may, without good reason, only be terminated at the end of the calendar month by observing a period of notice of three months, unless otherwise agreed in writing.

(4) After notice of termination of a continuing agreement and unless otherwise stipulated in the following, only those individual tasks shall still be completed by the contractor (list of assignments to be completed) that can (generally) be completed fully within the period of notice insofar as the client is notified in writing within one month after commencement of the termination notice period within the meaning of Item 4. (2). The list of assignments to be completed shall be completed within the termination period if all documents required are provided without delay and if no good reason exists that impedes completion.

(5) Should it happen that in case of a continuing agreement more than two similar assignments which are usually completed only once a year (e.g. financial statements, annual tax returns, etc.) are to be completed, any assignments exceeding this number shall be regarded as assignments to be completed only with the client's explicit consent. If applicable, the client shall be informed of this explicitly in the statement pursuant to Item 9. (4).

#### 10. Termination in Case of Default in Acceptance and Failure to Cooperate on the Part of the Client and Legal Impediments to Execution

(1) If the client defaults on acceptance of the services rendered by the contractor or fails to carry out a task incumbent on him/her either according to Item 2. or imposed on him/her in another way, the contractor shall have the right to terminate the contract without prior notice. The same shall apply if the client requests a way to execute (also partially) the contract that the contractor reasonably believes is not in compliance with the legal situation or professional principles. His/her fees shall be calculated according to Item 11. Default in acceptance or failure to cooperate on the part of the client shall also justify a claim for compensation made by the contractor for the extra time and labor hereby expended as well as for the damage caused, if the contractor does not invoke his/her right to terminate the contract.

(2) For contracts concerning bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions, a termination without prior notice by the contractor is permissible under Item 10. (1) if the client verifiably fails to cooperate twice as laid down in Item 2. (1).

#### 11. Entitlement to Fee

(1) If the contract fails to be executed (e.g. due to withdrawal or cancellation), the contractor shall be entitled to the negotiated compensation (fee), provided he/she was prepared to render the services and was prevented from so doing by circumstances caused by the client, whereby a merely contributory negligence by the contractor in this respect shall be excluded; in this case the contractor need not take into account the amount he/she obtained or failed to obtain through alternative use of his/her own professional services or those of his/her staff.

(2) If a continuing agreement is terminated, the negotiated compensation for the list of assignments to be completed shall be due upon completion or in case completion fails due to reasons attributable to the client (reference is made to Item 11. (1)). Any flat fees negotiated shall be calculated according to the services rendered up to this point.

(3) If the client fails to cooperate and the assignment cannot be carried out as a result, the contractor shall also have the right to set a reasonable grace period on the understanding that, if this grace period expires without results, the contract shall be deemed ineffective and the consequences indicated in Item 11. (1) shall apply.

(4) If the termination notice period under Item 9. (3) is not observed by the client as well as if the contract is terminated by the contractor in accordance with Item 10. (2), the contractor shall retain his/her right to receive the full fee for three months.

#### 12. Fee

(1) Unless the parties explicitly agreed that the services would be rendered free of charge, an appropriate remuneration in accordance with Sections 1004 and 1152 ABGB is due in any case. Amount and type of the entitlement to the fee are laid down in the agreement negotiated between the contractor and his/her client. Unless a different agreement has verifiably been reached, payments made by the client shall in all cases be credited against the oldest debt.

(2) The smallest service unit which may be charged is a quarter of an hour.

(3) Travel time to the extent required is also charged.

(4) Study of documents which, in terms of their nature and extent, may prove necessary for preparation of the contractor in his/her own office may also be charged as a special item.

(5) Should a remuneration already agreed upon prove inadequate as a result of the subsequent occurrence of special circumstances or due to special requirements of the client, the contractor shall notify the client thereof and additional negotiations for the agreement of a more suitable remuneration shall take place (also in case of inadequate flat fees).

(6) The contractor includes charges for supplementary costs and VAT in addition to the above, including but not limited to the following (7) to (9):

(7) Chargeable supplementary costs also include documented or flat-rate cash expenses, traveling expenses (first class for train journeys), per diems, mileage allowance, copying costs and similar supplementary costs.

(8) Should particular third party liabilities be involved, the corresponding insurance premiums (including insurance tax) also count as supplementary costs.

(9) Personnel and material expenses for the preparation of reports, expert opinions and similar documents are also viewed as supplementary costs.

(10) For the execution of a contract wherein joint completion involves several contractors, each of them will charge his/her own compensation.

(11) In the absence of any other agreements, compensation and advance payments are due immediately after they have been requested in writing. Where payments of compensation are made later than 14 days after the due date, default interest may be charged. Where mutual business transactions are concerned, a default interest rate at the amount stipulated in Section 456 1<sup>st</sup> and 2<sup>nd</sup> Sentence UGB shall apply.

(12) Statutory limitation is in accordance with Section 1486 of ABGB, with the period beginning at the time the service has been completed or upon the issuing of the bill within an appropriate time limit at a later point.

(13) An objection may be raised in writing against bills presented by the contractor within 4 weeks after the date of the bill. Otherwise the bill is considered as accepted. Filing of a bill in the accounting system of the recipient is also considered as acceptance.

(14) Application of Section 934 ABGB within the meaning of Section 351 UGB, i.e. rescission for *laesio enormis* (lesion beyond moiety) among entrepreneurs, is hereby renounced.

(15) If a flat fee has been negotiated for contracts concerning bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions, in the absence of written agreements to the contrary, representation in matters concerning all types of tax audits and audits of payroll-related taxes and social security contributions including settlements concerning tax assessments and the basis for contributions, preparation of reports, appeals and the like shall be invoiced separately. Unless otherwise agreed to in writing, the fee shall be considered agreed upon for one year at a time.

(16) Particular individual services in connection with the services mentioned in Item 12. (15), in particular ascertaining whether the requirements for statutory social security contributions are met, shall be dealt with only on the basis of a specific contract.

(17) The contractor shall have the right to ask for advance payments and can make delivery of the results of his/her (continued) work dependent on satisfactory fulfillment of his/her demands. As regards continuing agreements, the rendering of further services may be denied until payment of previous services (as well as any advance payments under Sentence 1) has been effected. This shall analogously apply if services are rendered in installments and fee installments are outstanding.

(18) With the exception of obvious essential errors, a complaint concerning the work of the contractor shall not justify even only the partial retention of fees, other compensation, reimbursements and advance payments (remuneration) owed to him/her in accordance with Item 12.

(19) Offsetting the remuneration claims made by the contractor in accordance with Item 12. shall only be permitted if the demands are uncontested and legally valid.

### 13. Other Provisions

(1) With regard to Item 12. (17), reference shall be made to the legal right of retention (Section 471 ABGB, Section 369 UGB); if the right of retention is wrongfully exercised, the contractor shall generally be liable pursuant to Item 7. or otherwise only up to the outstanding amount of his/her fee.

(2) The client shall not be entitled to receive any working papers and similar documents prepared by the contractor in the course of fulfilling the contract. In the case of contract fulfillment using electronic accounting systems the contractor shall be entitled to delete the data after handing over all data based thereon – which were prepared by the contractor in relation to the contract and which the client is obliged to keep – to the client and/or the succeeding public accountant in a structured, common and machine-readable format. The contractor shall be entitled to an appropriate fee (Item 12. shall apply by analogy) for handing over such data in a structured, common and machine-readable format. If handing over such data in a structured, common and machine-readable format is impossible or unfeasible for special reasons, they may be handed over in the form of a full print-out instead. In such a case, the contractor shall not be entitled to receive a fee.

(3) At the request and expense of the client, the contractor shall hand over all documents received from the client within the scope of his/her activities. However, this shall not apply to correspondence between the contractor and his/her client and to original documents in his/her possession and to documents which are required to be kept in accordance with the legal anti-money laundering provisions applicable to the contractor. The contractor may make copies or duplicates of the documents to be returned to the client. Once such documents have been transferred to the client, the contractor shall be entitled to an appropriate fee (Item 12. shall apply by analogy).

(4) The client shall fetch the documents handed over to the contractor within three months after the work has been completed. If the client fails to do so, the contractor shall have the right to return them to the client at the cost of the client or to charge an appropriate fee (Item 12. shall apply by analogy) if the contractor can prove that he/she has asked the client twice to pick up the documents handed over. The documents may also further be kept by third parties at the expense of the client. Furthermore, the contractor is not liable for any consequences arising from damage, loss or destruction of the documents.

(5) The contractor shall have the right to compensation of any fees that are due by use of any available deposited funds, clearing balances, trust funds or other liquid funds at his/her disposal, even if these funds are explicitly intended for safekeeping, if the client had to have anticipated the counterclaim of the contractor.

(6) To secure an existing or future fee payable, the contractor shall have the right to transfer a balance held by the client with the tax office or another balance held by the client in connection with charges and contributions, to a trust account. In this case the client shall be informed of the transfer. Subsequently, the amount secured may be collected either after agreement has been reached with the client or after enforceability of the fee by execution has been declared.

### 14. Applicable Law, Place of Performance, Jurisdiction

(1) The contract, its execution and the claims resulting from it shall be exclusively governed by Austrian law, excluding national referral rules.

(2) The place of performance shall be the place of business of the contractor.

(3) In absence of a written agreement stipulating otherwise, the place of jurisdiction is the competent court of the place of performance.

## SECTION II

### 15. Supplementary Provisions for Consumer Transactions

(1) Contracts between public accountants and consumers shall fall under the obligatory provisions of the Austrian Consumer Protection Act (KSChG).

(2) The contractor shall only be liable for the willful and grossly negligent violation of the obligations assumed.

(3) Contrary to the limitation laid down in Item 7. (2), the duty to compensate on the part of the contractor shall not be limited in case of gross negligence.

(4) Item 6. (2) (period for right to correction of errors) and Item 7. (4) (asserting claims for damages within a certain period) shall not apply.

(5) Right of Withdrawal pursuant to Section 3 KSChG:

If the consumer has not made his/her contract statement in the office usually used by the contractor, he/she may withdraw from the contract application or the contract proper. This withdrawal may be declared until the contract has been concluded or within one week after its conclusion; the period commences as soon as a document has been handed over to the consumer which contains at least the name and the address of the contractor as well as instructions on the right to withdraw from the contract, but no earlier than the conclusion of the contract. The consumer shall not have the right to withdraw from the contract

1. if the consumer himself/herself established the business relationship concerning the conclusion of this contract with the contractor or his/her representative,

2. if the conclusion of the contract has not been preceded by any talks between the parties involved or their representatives, or

3. in case of contracts where the mutual services have to be rendered immediately, if the contracts are usually concluded outside the offices of the contractors, and the fee agreed upon does not exceed €15.

In order to become legally effective, the withdrawal shall be declared in writing. It is sufficient if the consumer returns a document that contains his/her contract declaration or that of the contractor to the contractor with a note which indicates that the consumer rejects the conclusion or the maintenance of the contract. It is sufficient if this declaration is dispatched within one week.

If the consumer withdraws from the contract according to Section 3 KSChG,

1. the contractor shall return all benefits received, including all statutory interest, calculated from the day of receipt, and compensate the consumer for all necessary and useful expenses incurred in this matter,

2. the consumer shall pay for the value of the services rendered by the contractor as far as they are of a clear and predominant benefit to him/her.

According to Section 4 (3) KSChG, claims for damages shall remain unaffected.

(6) Cost Estimates according to Section 5 Austrian KSChG:

The consumer shall pay for the preparation of a cost estimate by the contractor in accordance with Section 1170a ABGB only if the consumer has been notified of this payment obligation beforehand.

If the contract is based on a cost estimate prepared by the contractor, its correctness shall be deemed warranted as long as the opposite has not been explicitly declared.

(7) Correction of Errors: Supplement to Item 6.:

If the contractor is obliged under Section 932 ABGB to improve or complement his/her services, he/she shall execute this duty at the place where the matter was transferred. If it is in the interest of the consumer to have the work and the documents transferred by the contractor, the consumer may carry out this transfer at his/her own risk and expense.

(8) Jurisdiction: Shall apply instead of Item 14. (3)

If the domicile or the usual residence of the consumer is within the country or if he/she is employed within the country, in case of an action against him/her according to Sections 88, 89, 93 (2) and 104 (1) Austrian Court Jurisdiction Act (JN), the only competent courts shall be the courts of the districts where the consumer has his/her domicile, usual residence or place of employment.

(9) Contracts on Recurring Services:

(a) Contracts which oblige the contractor to render services and the consumer to effect repeated payments and which have been concluded for an indefinite period or a period exceeding one year may be terminated by the consumer at the end of the first year, and after the first year at the end of every six months, by adhering to a two-month period of notice.

(b) If the total work is regarded as a service that cannot be divided on account of its character, the extent and price of which is determined already at the conclusion of the contract, the first date of termination may be postponed until the second year has expired. In case of such contracts the period of notice may be extended to a maximum of six months.

(c) If the execution of a certain contract indicated in lit. a) requires considerable expenses on the part of the contractor and if he/she informed the consumer about this no later than at the time the contract was concluded, reasonable dates of termination and periods of notice which deviate from lit. a) and b) and which fit the respective circumstances may be agreed.

(d) If the consumer terminates the contract without complying with the period of notice, the termination shall become effective at the next termination date which follows the expiry of the period of notice.