

To the members of the Executive Board of  
IMMOFINANZ AG  
Wienerbergstraße 11  
1100 Vienna

## **Report on the evaluation of the compliance with the Austrian Corporate Governance Code by IMMOFINANZ AG in fiscal year 2019**

Dear Sirs!

Due to the listing of the stocks of IMMOFINANZ AG on the Prime Market of the Vienna Stock Exchange, the compliance with the standards of the Austrian Corporate Governance Code 2020 ("OeCGK 2020") is mandatory for the Executive Board and the Supervisory Board. According to standard 62 of OeCGK, a regular external evaluation of the compliance with OeCGK is recommended.

IMMOFINANZ AG follows this recommendation and, therefore, the Executive Board instructed us to evaluate IMMOFINANZ AG's compliance with the standards of the OeCGK 2020 in the fiscal year 2019. Goal of the evaluation is to present a picture of IMMOFINANZ AG's compliance with the Corporate Governance principles to the public.

### Management's responsibilities

The Management of the company is responsible for the preparation of the Corporate Governance Report 2018 in line with the OeCGK 2020.

### Our responsibilities

Our responsibility is to express a conclusion on whether any matters have come to our attention during our limited assurance engagement which lead us to believe that the Corporate Governance Report is not materially in line with the applicable laws under OeCGK 2020.

We have performed our engagement in accordance with the Austrian professional standards (KFS/PG 13) for limited assurance engagements. Our professional obligations require us to plan and conduct the engagement according to the principle of independence and materiality in order to provide a limited level of assurance.

A limited assurance engagement is substantially less in scope than an audit and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit.

Our procedures are based on professional judgement and include the following:

- Inquiry of representatives and employees of IMMOFINANZ AG
- Sample review of relevant documents and records (especially articles of association of IMMOFINANZ AG, rules of procedure of the Executive Board and Supervisory Board, Supervisory Board minutes, etc.), to the extent to which they and their content are required to comply with the standards of the code
- Review of the explanations of the deviations from "C-Standards" as part of the Corporate Governance report of IMMOFINANZ AG for fiscal year 2019, and examination of their compliance with requirements of OeCGK 2020.

We did not perform either an audit or a review of the financial statements. Furthermore, this engagement is neither designed to investigate any illegal actions, for example, embezzlement or fraudulent transactions, nor does it evaluate the effectiveness of the Company's Management.

#### Conclusion

No deviations have been identified regarding the C-Standards of the Corporate Governance report of IMMOFINANZ AG.

During our evaluation, nothing has come to our attention that causes us to believe that the Corporate Governance Report is not prepared, in all material aspects, with the OeCGK 2020.

#### Limitation of use

The purpose of this engagement is to provide IMMOFINANZ AG support in the form of an external evaluation of the Corporate Governance Report. Our report may only be published on IMMOFINANZ AG's website under the specific condition that our total liability to you, and any other party who receives this report with our permission, is limited to the amount stated in the General Conditions of Contract for the Public Accounting Professions (AAB 2018). Partial reproduction or passing to third parties (for example, annexes to the report) is not permitted.

Engagement terms and conditions

Our limited assurance engagement is based on the contract concluded with the Company, an integral part of which are the General Conditions of Contract for the Public Accounting Professions (AAB 2018) issued by the Austrian Chamber of Public Accountants and Tax Advisors. These General Conditions of Contract do not only apply between the Company and us, but also towards third parties.

Vienna, April 21, 2020

**Deloitte Audit Wirtschaftsprüfungs GmbH**

Mag. Friedrich Wiesmüller m.p.  
Wirtschaftsprüfer

Attachments:

Corporate Governance Report of IMMOFINANZ AG for 2019  
General Conditions of Contract for the Public Accounting Professions (AAB 2018)

This English translation of the compilation report is presented for the convenience of the reader only and the German wording is the only legally binding version.

# Corporate Governance Report

Corporate Governance Report expanded to include the Consolidated Corporate Governance Report

## Commitment to the Austrian Corporate Governance Code

IMMOFINANZ pursues responsible business activities that are designed to create and maintain sustainable, long-term value. In line with this orientation, the company strives to achieve a high degree of transparency for all stakeholders. The Austrian Corporate Governance Code\* provides Austrian stock companies with a framework for corporate management and monitoring. The Executive Board and Supervisory Board of IMMOFINANZ AG are committed to compliance with the code, in the currently applicable version, and to the related transparency and principles of good management. IMMOFINANZ complied with all provisions of the code during the 2019 financial year.

## Corporate Bodies and Remuneration

### The Executive Board

#### Oliver Schumy, Chief Executive Officer

- Member of the Executive Board from 1 3 2015 to 18 3 2020\*\*
- Born in 1971

Oliver Schumy was appointed to the Executive Board of IMMOFINANZ on 1 March 2015 and served as Chief Executive Officer beginning on 1 May 2015. In this function he was responsible for project development, transactions, legal affairs and human resources as well as corporate communications and investor relations. Mr. Schumy also served as a managing director of IMBEA IMMOEAST Beteiligungsgesellschaft GmbH (IMBEA), a material IMMOFINANZ subsidiary.

#### Stefan Schönauer, Member of the Executive Board

- Member of the Executive Board since 11 3 2016
- Appointed up to 30 4 2021
- Born in 1979

Stefan Schönauer has worked with IMMOFINANZ in leading positions since the end of 2008 and was appointed Chief Financial Officer on 11 March 2016. He is responsible for accounting, controlling, consolidation, taxes, financing, cash management, IT, procurement, risk management and internal audit. Mr. Schönauer also serves as a managing director of the material IMMOFINANZ subsidiary IMBEA.

#### Dietmar Reindl, Member of the Executive Board

- Member of the Executive Board since 1 5 2014
- Appointed up to 30 4 2021
- Born in 1969

Dietmar Reindl has been with IMMOFINANZ in leading functions since 2012 and was appointed to the Executive Board in May 2014. He is responsible for the management of all commercial properties, for marketing and for project development (since mid-December 2019). Mr. Reindl also serves as a managing director of the material IMMOFINANZ subsidiary IMBEA.

\* The current version of the code (January 2020) is available on the website of IMMOFINANZ AG ([www.immofinanz.com](http://www.immofinanz.com)) and on the website of the Austrian Working Group for Corporate Governance ([www.corporate-governance.at](http://www.corporate-governance.at)).

\*\* Oliver Schumy resigned from the Executive Board of IMMOFINANZ AG by mutual agreement on 18 March 2020, i.e. after the end of the reporting year. The early termination of his contract was made by mutual agreement for personal reasons and effective immediately. His responsibilities were taken over as of 19 March 2020 by Stefan Schönauer (legal, investor relations, compliance & corporate legal) and Dietmar Reindl (human resources, public relations and transactions).

## The Supervisory Board



### Michael Knap, Chairman of the Supervisory Board

- First appointment in 2008
- Term ends in 2020<sup>2</sup>
- Born in 1944

**Experience:** Extensive experience in the areas of capital markets, corporate governance, financial analysis and investor representation; many years of management experience in the banking and insurance sector.

**Other functions:** Vice-president of IVA Interessenverband für Anleger, Vienna



### Rudolf Fries, Vice-Chairman of the Supervisory Board up to 4 March 2020<sup>1</sup>

- First appointment in 2008
- Term ends in 2020
- Born in 1958

**Experience:** Extensive experience in the areas of corporate and company law as well as real estate.

**Other functions:** Chairman of the supervisory board of EAG-Beteiligungs Aktiengesellschaft, Baden  
Attorney, partner in Eckert Fries Carter Rechtsanwälte GmbH, Baden



### Christian Böhm, Member of the Supervisory Board

- First appointment in 2010
- Term ends in 2020<sup>2</sup>
- Born in 1958

**Experience:** Many years of management experience in the financial and insurance sector (pension funds).

**Other functions:** Chairman of the management board of APK Pensionskasse AG, Vienna  
Chairman of the supervisory board of APK Versicherung AG, Vienna  
Member of the supervisory board of APK Vorsorgekasse AG, Vienna



### Nick J. M. van Ommen, FRICS Member of the Supervisory Board

- First appointment in 2008
- Term ends in 2020<sup>2</sup>
- Born in 1946

**Experience:** Many years of management and supervisory board experience in the banking sector and in real estate companies; served as CEO of EPRA from 2000 to 2008.

**Functions in listed companies:**  
Member of the supervisory boards of:  
W.P. Carey Inc., USA  
Brack Capital Properties N.V., Israel

**Other functions:** Member of the supervisory boards of:  
Allianz Nederland Group N.V., Netherlands  
Allianz Benelux SA, Belgium



### Bettina Breiteneder, Member of the Supervisory Board since 22 May 2019<sup>3</sup>

- First appointment in 2019
- Term ends in 2023<sup>4</sup>
- Born in 1970

**Experience:** Many years of management experience in real estate, CEO, supervisory board functions, finance, accounting, audits, corporate governance, capital markets, human resources and insurance

**Other functions:**  
Member of the supervisory boards of:  
Die Erste österreichische Sparkasse Privatstiftung  
Generali Versicherung AG (chairwoman of the audit committee)  
Member of the directorate of the Wiener Konzerthaus



### Sven Bienert, Member of the Supervisory Board since 22 May 2019

- First appointment in 2019
- Term ends in 2023<sup>4</sup>
- Born in 1973

**Experience:** Extensive expertise in the areas of real estate, CEO, supervisory board functions, finance, accounting, audits, corporate governance and human resources

**Other functions:**  
Member of the supervisory board of ZIMA Holding AG  
Member of the advisory board of MPC Real Estate Holding GmbH  
Member of the sustainability advisory board of DAW – Deutsche Amphibolin-Werke von Robert Murjahn Stiftung & Co KG



### Philipp Obermair, Member of the Supervisory Board

– First appointment in 2014  
– Born in 1979

**Experience:** Currently serves as a risk and research manager and previously as a senior controller at IMMOFINANZ

Delegated by the IMMOFINANZ Works' Council



### Maria Onitcanscaia, Member of the Supervisory Board since 26 March 2019

– First appointment in 2019  
– Born in 1981

**Experience:** Currently serves as a group asset manager in the retail business at IMMOFINANZ

Delegated by the IMMOFINANZ Works' Council

### Term ends in 2019

### Horst Populorum, Member of the Supervisory Board up to 22 May 2019<sup>5</sup>

– First appointment in 2015  
– Born in 1973

**Experience:** Extensive management experience in the food products and retail sectors

**Other functions:** Held no other supervisory board positions

### Wolfgang Schischek, Member of the Supervisory Board up to 22 May 2019<sup>5</sup>

– First appointment in 2015  
– Born in 1944

**Experience:** Many years of management and supervisory board experience in the industrial sector

**Other functions:** Vice-chairman of the supervisory board of KBA-MÖDLING GmbH, Mödling; Member of the supervisory board of Kostwein Holding GmbH, Klagenfurt

### Werner Ertelthaler, Member of the Supervisory Board up to 26 March 2019

– First appointment in 2016  
– Born in 1987

**Experience:** Currently serves as a system expert in the IMMOFINANZ consolidation department

Delegated by the IMMOFINANZ Works' Council

### Larissa Kravitz (formerly Lielacher), Member of the Supervisory Board up to 15 July 2019

– First appointment in 2017  
– Born in 1985

**Experience:** Currently serves as a risk manager at IMMOFINANZ

Delegated by the IMMOFINANZ Works' Council

### Ankica Reichenbach, Member of the Supervisory Board from August to December 2019

– First appointment in 2019  
– Born in 1977

**Experience:** Currently works in the consolidation area at IMMOFINANZ

Delegated by the IMMOFINANZ Works' Council

Gov-Board

<sup>1</sup> Rudolf Fries, Vice-Chairman of the Supervisory Board, resigned from this corporate body as of 4 March 2020. As reported, Mr. Fries informed the company on 28 February 2020 that he had sold the shares attributable to him. Bettina Breiteneder succeeded Rudolf Fries as Vice-Chairwoman of the Supervisory Board with immediate effect.

<sup>2</sup> End of term: at the end of the annual general meeting which votes on the release from liability for the 2020 financial year (28th AGM in 2021)

<sup>3</sup> Bettina Breiteneder succeeded Rudolf Fries as Vice-Chairwoman of the Supervisory Board effective as of 4 March 2020.

<sup>4</sup> End of term: at the end of the annual general meeting which votes on the release from liability for the 2023 financial year (31st AGM in 2024)

<sup>5</sup> End of term: at the end of the annual general meeting which voted on the release from liability for the 2018 financial year (26th AGM in 2019)

The terms of office of the members delegated to the Supervisory Board by the Works' Council are unlimited.

## Supervisory Board Committees and attendance

### Members of the Supervisory Board Committees

Audit and Valuation Committee	Strategy Committee	Personnel and Nominating Committee
<b>Bettina Breiteneder</b> , Chairwoman (since May 2019)	<b>Michael Knap</b> , Chairman	<b>Michael Knap</b> , Chairman
<b>Michael Knap</b> , Chairman (until May 2019), Vice-Chairman (since May 2019)	<b>Nick J. M. van Ommen</b> , FRICS, Vice-Chairman	<b>Rudolf Fries</b> , Vice-Chairman (until March 2020)
<b>Rudolf Fries</b> , Vice-Chairman (until May 2019), member (from May 2019 until March 2020)	<b>Wolfgang Schischek</b> (until May 2019)	<b>Horst Populorum</b> (until May 2019)
<b>Christian Böhm</b> , financial expert	<b>Christian Böhm</b>	<b>Bettina Breiteneder</b> (since May 2019, since March 2020 Vice-Chairwoman)
<b>Sven Bienert</b> (since May 2019)	<b>Bettina Breiteneder</b> (since May 2019)	<b>Sven Bienert</b> (since March 2020)
<b>Philipp Obermair</b>	<b>Sven Bienert</b> (since May 2019)	
<b>Werner Ertelthalner</b> (until March 2019)	<b>Philipp Obermair</b>	
<b>Maria Onitcanscaia</b> (since March 2019)	<b>Maria Onitcanscaia</b> (since March 2019)	
	<b>Werner Ertelthalner</b> (until March 2019)	
	<b>Larissa Kravitz</b> (until July 2019)	
	<b>Ankica Reichenbach</b> (until Dec. 2019)	

The Supervisory Board monitors the Executive Board and provides support for the management of the company, particularly on decisions of fundamental importance. In addition to its primary function as a monitoring and support body, the Supervisory Board constantly strives to further improve the efficiency of its work through self-evaluation. The Supervisory Board had six members who were elected by the annual general meeting and two members delegated by the Works' Council in 2019. Seven Supervisory Board meetings were held during the 2019 financial year. These meetings were attended by roughly 86% of the elected members, respectively nearly 87% including the meetings of the individual committees.

Member	Member since	Attendance		Audit and Valuation Committee		Personnel and Nominating Committee		Total presence	Total presence in %
		Meetings (Plenum)	in %	Meetings	in %	Meetings	in %		
<b>Meetings/year</b>		<b>7</b>		<b>4</b>		<b>6</b>		<b>17</b>	
Michael Knap, Chairman	2008	7/7	100%	4/4	100%	6/6	100%	17	100%
Rudolf Fries, Vice-Chairman	2008	5/7	71%	3/4	75%	5/6	83%	13	76%
Christian Böhm	2010	7/7	100%	4/4	100%			11	100%
Nick J. M. van Ommen	2008	5/7	71%					5	71%
Wolfgang Schischek	until May 2019	3/3	100%					3	100%
Horst Populorum	until May 2019	3/3	100%			4/4	100%	7	100%
Bettina Breiteneder	since May 2019	2/4	50%	1/2	50%	1/2	50%	4	50%
Sven Bienert	since May 2019	4/4	100%	2/2	100%			6	100%
<b>Average meeting attendance</b>		<b>36/42</b>	<b>86%</b>	<b>14/16</b>	<b>88%</b>	<b>16/18</b>	<b>89%</b>	<b>66/76</b>	<b>87%</b>

<sup>1</sup> Ms. Breiteneder was unable to attend one plenum meeting and one meeting of the Personnel and Nominating Committee (which were held on the same day) due to an accident.

### Audit and Valuation Committee

The Audit and Valuation Committee is responsible for monitoring accounting processes and supervising the audit of the separate and consolidated financial statements. This committee also monitors the effectiveness of the company's internal control system, risk management and internal audit as well as property valuation. Bettina Breiteneder took over the chair of this committee immediately following her election to the Supervisory Board on 22 May 2019; she succeeds Michael Knap, who is now vice-chairman. The previous vice-chairman Rudolf Fries remained a member of the Audit and Valuation Committee. Christian Böhm serves as the Audit and Valuation Committee's financial expert based on his professional experience and knowledge of finance and accounting. The committee members, as a whole, are well informed of the real estate sector. The

Audit and Valuation Committee held four meetings in 2019, whereby 88% of the shareholder representatives were in attendance.

### Strategy Committee

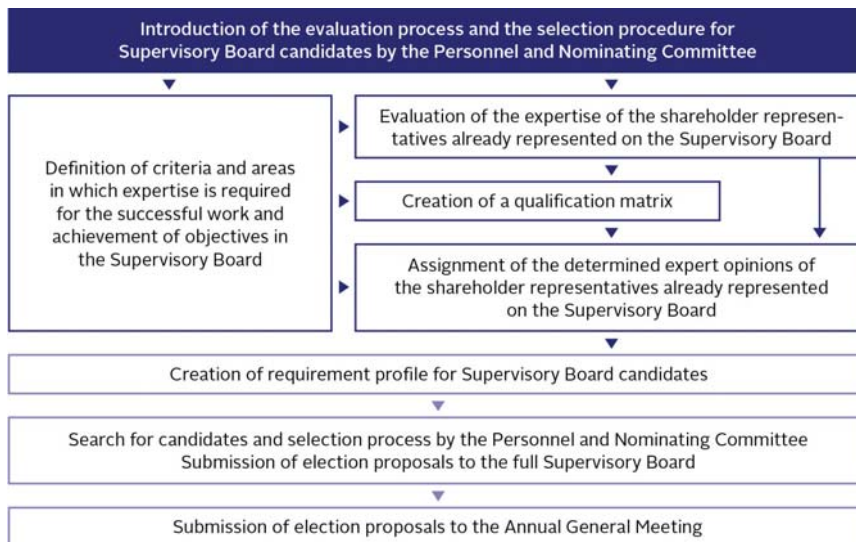
The Strategy Committee is responsible, above all, for the regular evaluation of the company's strategy and orientation as well as consultations with the Executive Board on the definition of this strategy. These responsibilities were fulfilled by the full Supervisory Board in 2019.

### Personnel and Nominating Committee

The Personnel and Nominating Committee makes recommendations to the Supervisory Board for nominations to the Executive and Supervisory Boards and is responsible for determining the remuneration and preparing the employment contracts for the Executive Board members. In its capacity as a remuneration committee, the Personnel and Nominating Committee has at least one member with knowledge and experience in the area of remuneration policy. This committee met six times in 2019, whereby 89% of the shareholder representatives attended these meetings.

### Appointments to the Supervisory Board

In order to support the optimal succession for its members, the Supervisory Board developed a selection process based on a qualification matrix. The following graph provides an overview of this process:



The Personnel and Nominating Committee dealt extensively with issues involving appointments to the Supervisory Board. Based on IMMOFINANZ's strategic positioning as a leading provider of commercial property solutions in its core markets and the goal to generate further value-creating growth through acquisitions and internal project development, the criteria and areas which require experience for the successful work and goal attainment of the Supervisory Board were evaluated. The expertise of the Supervisory Board members (shareholder representatives) was evaluated and aggregated in a qualification matrix.



**Supervisory Board qualification matrix**

Expertise in	Michael Knap	Rudolf Fries	Christian Böhm	Nick J. M. van Ommen, FRICS	Bettina Breiteneder, MRICS	Sven Bienert, SV MRICS REV
Real Estate	•	••	•	••	••	••
CEO/Executive Board/ Management	••	•	••	••	••	••
Supervisory Board Agendas	••	••	••	••	••	••
Finance	•	•	•	•	••	••
Compliance/Legal	•	••	•			•
Accounting/Audits	•	•	••	•	•	••
M&A/Investment Management	•	•			••	••
Corporate Governance	••	••	•	•	•	•
Capital Market	••	•	•	•	•	
Human Resources		•	•	•	•	••
Insurance	•		•	••	•	
Marketing				•		
Austrian Market	••	••	••	•	••	••
CEE Markets	•	•	••	•	•	•

- = General experience in this area
- = Responsibility and/or working experience in this area

**Executive Board remuneration**

The contracts with the members of the IMMOFINANZ Executive Board include fixed and variable remuneration components. The performance-based remuneration is linked, in particular, to sustainable, long-term and multi-year criteria and includes both qualitative and quantitative goals – for example, the fulfilment of budget targets, cash flow, annual results, implementation of a digitalisation concept, sale of non-strategic properties, optimisation of property financing, attainment of a specific rating level (target: investment grade) and occupancy rate. The variable component of the Executive Board remuneration is dependent on the target attainment in the respective financial year and is limited to 100% of the fixed remuneration. In accordance with a resolution of the Personnel and Nominating Committee, the target attainment for 2019 equals 100% based on a resolution by the Personnel and Nominating Committee on 21 April 2020.

The members of the Executive Board do not receive any remuneration from the subsidiaries for management functions in these companies.

All Executive Board contracts include change of control clauses, which regulate the entitlements of the Executive Board members if their contracts are terminated prematurely due to a change in the control over the company. The entitlements of the individual Executive Board members from their respective contracts are limited to a maximum of two years, depending on the remaining contract term. The Executive Board contracts also include so-called “clawback” clauses, which give IMMOFINANZ the right to claim repayment of the variable remuneration if a member of the Executive Board is guilty of a criminal act or failure to act as confirmed by a binding legal judgment.

IMMOFINANZ has not granted any loans to the members of the Executive Board.

### Executive Board remuneration for the 2019 financial year

in EUR	Oliver Schumy	Dietmar Reindl	Stefan Schönauer	Total
Fixed remuneration, gross	824,000	500,000	400,000	1,724,000
Compensation in kind	174	11,694	11,694	23,563
<b>Total fixed remuneration</b>	<b>824,174</b>	<b>511,694</b>	<b>411,694</b>	<b>1,747,563</b>
<i>Fixed remuneration as a % of total remuneration</i>	47.9%	47.9%	48.2%	48.0%
<b>Total variable remuneration</b>	<b>790,476</b>	<b>490,476</b>	<b>390,476</b>	<b>1,671,429</b>
<i>Variable remuneration as a % of total remuneration</i>	46.0%	45.9%	45.7%	45.9%
Contributions to pension fund <sup>1</sup>	80,000	50,000	40,000	170,000
Contributions to employee benefit fund	24,704	15,333	12,273	52,311
<b>Total fund contributions</b>	<b>104,704</b>	<b>65,333</b>	<b>52,273</b>	<b>222,311</b>
<b>Total remuneration</b>	<b>1,719,355</b>	<b>1,067,504</b>	<b>854,444</b>	<b>3,641,302</b>

<sup>1</sup> Defined contribution commitments

Directors' and officers' insurance (D&O insurance) with coverage of EUR 100 million was concluded for the corporate bodies of IMMOFINANZ. The related costs are carried by the company.

### Supervisory Board remuneration

The remuneration of the Supervisory Board for the current financial year is approved by the annual general meeting in the following year and paid out after this approval is received. A recommendation will be made to the next annual general meeting calling for remuneration of EUR 270,064.0 for the Supervisory Board for the 2019 financial year.

Each member receives fixed remuneration of EUR 25,125.3, whereby the chairman and vice-chairman of the Supervisory Board receive twice and one and a half times this amount, respectively. An additional payment of EUR 5,000.0 is made for services performed on a committee; the chairman and vice-chairman of a committee receive twice and one and a half times this amount, respectively. Bettina Breiteneder, Sven Bienert, Horst Populorum and Wolfgang Schischek will receive proportional remuneration for the 2019 financial year.

### Recommended remuneration for 2019

in EUR	Michael Knap	Rudolf Fries	Christian Böhm	Nick J. M. van Ommen, FRICS	Horst Populorum	Wolfgang Schischek	Bettina Breiteneder	Sven Bienert
<b>Total</b>	<b>78,730</b>	<b>51,167</b>	<b>35,125</b>	<b>32,625</b>	<b>11,799</b>	<b>11,799</b>	<b>27,451</b>	<b>21,368</b>

**Shareholdings of the Executive Board and Supervisory Board members as of 31 December 2019**

Members of the IMMOFINANZ corporate bodies and closely related persons are required to report their transactions in financial instruments issued by the company. These reports (Directors' Dealings) are published on the IMMOFINANZ website. Following is an overview of the direct and indirect shareholdings of these members as reported to the company:

Member	Number of IMMOFINANZ shares
Oliver Schumy	36,200
Dietmar Reindl	2,515
Stefan Schönauer	5,000
Michael Knap (and related persons)	156
FRIES Family Foundation (through IFF Beteiligungs GmbH) and Rudolf Fries <sup>1</sup>	6,352,179
Christian Böhm	1,000
Nick J. M. van Ommen, FRICS	15,000
Bettina Breiteneder	8,020
Horst Populorum (and related persons) until 22 May 2019	7,148
Wolfgang Schischek until 22 May 2019	22,080
Philipp Obermair	50

<sup>1</sup> The number of shares is based on the holdings of the FRIES Family Foundation (via IFF Beteiligungs GmbH) and Rudolf Fries, for which directors' dealings reports were filed. In contrast to previous reports, this number does not include additional shares held by companies attributable to and members of the Fries family which are not subject to legal reporting requirements. On 28 February 2020, IFF Beteiligungs GmbH and Rudolf Fries announced that they had sold 6,097,680, respectively 254,500 IMMOFINANZ shares. The sale price indicated in the directors' dealings reports was EUR 29.50 per share.

**Working procedures of the Executive Board and Supervisory Board**

The cooperation between the Executive Board and Supervisory Board of IMMOFINANZ is based on open and constructive discussions. The Executive Board provides the Supervisory Board with regular, timely and comprehensive information on the development of business and related issues and also prepares the documentation for the Supervisory Board's meetings and resolutions. The rules of procedure for the Executive Board define the transactions and measures that require Supervisory Board approval. In addition, the Executive Board provides the Supervisory Board with information on issues of major importance outside the framework of scheduled meetings.

**Independence and avoidance of conflicts of interest**

The members of the Executive Board are required to take their decisions independent of any personal interests and the interests of controlling shareholders. Moreover, these decisions must be based on well-founded knowledge and comply with all relevant legal regulations. Persons serving on the Executive Board must disclose any personal interests in the company's transactions or other conflicts of interest to the Supervisory Board without delay and also inform their board colleagues. The Executive Board members may only accept appointments to a supervisory board with the consent of the IMMOFINANZ Supervisory Board. Key company employees must also have the approval of the Executive Board and Supervisory Board before they may accept a position on the corporate body of a non-Group company. A legal restraint on competition is also in place.

The members of the Supervisory Board are required to represent the interests of the company and must disclose any conflicts of interest without delay. They may not accept positions on the corporate bodies of any companies that compete with IMMOFINANZ.

Christian Böhm a member of the Supervisory Board, is the chairman of the management board of APK Pensionskasse AG. IMMOFINANZ makes pension fund contributions at ordinary market conditions to this firm for the company pensions of the Executive Board members. The contributions made in 2019 totalled EUR 170,000.0.

Apart from the above business relationship, there are no contracts between the members of the Supervisory Board or companies in which a member of the Supervisory Board holds a significant financial interest, on the one hand, and IMMOFINANZ or one of its subsidiaries, on the other hand.

### Criteria for the independence of the Supervisory Board

The Austrian Corporate Governance Code (C-Rule 53) requires the majority of the supervisory board members elected by the annual general meeting to be independent of the company and its management board. A supervisory board member is considered to be independent when he or she has no business or personal relations with the company or its management board that constitute a material conflict of interest and are therefore capable of influencing the member's behaviour.

The following independence criteria were defined by the IMMOFINANZ Supervisory Board and reflect the standards listed in Annex 1 to the Corporate Governance Code. All elected Supervisory Board members are independent based on these criteria. No member represents a shareholder with an investment of more than 10% or the interests of such a shareholder.

- The Supervisory Board member did not serve as a member of the Executive Board or a key employee of IMMOFINANZ or one of its subsidiaries during the past five years.
- The Supervisory Board member does not currently, or did not in the past year, maintain any business relations with IMMOFINANZ or one of its subsidiaries of a scope considered significant for the Supervisory Board member. The same applies to business relationships with companies in which the Supervisory Board member holds a considerable economic interest, but not for exercising functions on IMMOFINANZ's corporate bodies. The approval of individual transactions by the Supervisory Board pursuant to L-Rule 48 does not automatically qualify the member as not independent.
- The Supervisory Board member did not act as an auditor of IMMOFINANZ or own an investment in the auditing company or work for the auditing company during the past three years.
- The Supervisory Board member is not a member of the management board of another company in which a member of the Executive Board of IMMOFINANZ serves on the supervisory board.
- The Supervisory Board member has not served on the Supervisory Board of IMMOFINANZ for more than 15 years. This does not apply to members who are shareholders with a direct investment in IMMOFINANZ or who represent the interests of such a shareholder.
- The Supervisory Board member is not closely related (direct offspring, spouse, life partner, parent, uncle, aunt, sibling, niece, nephew) to a member of the Executive Board or to persons specified in one of the above points.

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### Support for women on the Executive Board and Supervisory Board and in key functions

In the interest of the company, appointments to the Executive Board, Supervisory Board and key positions are based solely on professional and personal qualifications.

Women filled 34.0% of the management positions in 2019 (2018: 36.2%) and represented 59.0% of the total workforce (2018: 59.0%). In the IMMOFINANZ Group, women hold key management positions in central corporate functions and on the local country boards.

Men and women have equal opportunities for advancement at IMMOFINANZ, and all employees receive performance-based remuneration for their work.

### Diversity concept

IMMOFINANZ does not follow an abstractly defined diversity concept for appointments to the Executive Board or Supervisory Board. The Supervisory Board, which is responsible for appointments to the Executive Board and for issuing recommendations to the annual general meeting for elections to the Supervisory Board, considers the diversity aspects listed in § 243c (2) no. 2a of the Austrian Commercial Code (age, gender, education and professional experience) and the international aspects for supervisory board members which are discussed in L-Rule 52 of the Austrian Corporate Governance Code to be very important. Accordingly, these aspects are acknowledged and reflected in connection with specific appointment decisions or recommendations.

However, the company does not consider it suitable or expedient to tie its decisions on recommendations or appointments to a diversity concept with abstractly defined goals. The Supervisory Board believes the decisive factors for recommended elections to the Supervisory Board and appointments to the Executive Board must involve aspects like expertise, specific requirements, experience, availability etc.

### External evaluation

IMMOFINANZ's compliance with the provisions of the Austrian Corporate Governance Code was evaluated by the auditor, Deloitte Audit Wirtschaftsprüfung GmbH, in connection with a review of the Corporate Governance Report. The related auditor's report is available for review on our website ([www.immofinanz.com](http://www.immofinanz.com)). The evaluation of the Corporate Governance Report for 2019 did not result in any objections.

Vienna, 21 April 2020

The Executive Board



Stefan Schönauer  
CFO



Dietmar Reindl  
COO

# 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:

- a) 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.
- b) examining the tax assessment notices for the tax returns mentioned under a).
- c) negotiating with the fiscal authorities in connection with the tax returns and notices mentioned under a) and b).
- d) participating in external tax audits and assessing the results of external tax audits with regard to the taxes mentioned under a).
- e) 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.