

**REPORT**  
on the  
**Audit of the Report of the Management Board on the  
Proposal for a Capital Increase from Company Funds  
Pursuant to section 2 par. 5 of the Austrian Capital Ad-  
justment Act (KapBG)**  
as of January 1, 2022  
of  
**UBM Development AG**  
  
Vienna  
Laaer-Berg-Straße 43  
Vienna, April 21, 2022

(English translation of the original German version for conven-  
ience purposes only)

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To the Management Board, the Supervisory Board and the Annual General Meeting of  
UBM Development AG,  
Vienna

We have audited the report of the Management Board on the proposal for a capital increase from  
company funds pursuant to section 2 par. 5 KapBG as of January 1, 2022 of the

**UBM Development AG,  
Vienna,**

and report on the results of this audit in the following:

## **1. Audit contract and performance of the engagement**

UBM Development AG ("UBM" or the "Company") intends to repay the hybrid capital in the amount of EUR 25,329,658.16 granted by PORR AG to PIAG Immobilien AG (which was merged as the transferring legal entity with the Company as the acquiring legal entity by way of universal succession in 2015). This is shown in the annual financial statements in accordance with section 193 ff of the Austrian Commercial Code under the equity position "II. hybrid capital". The proposed capital adjustment (increase in share capital from company funds) from originally freely distributable reserves is intended to create the conditions for the repayment of the hybrid capital, to compensate for the effects of this repayment and to avoid undesirable capital-reducing effects.

At the Annual General Meeting scheduled for May 16, 2022 it is proposed to increase the share capital by EUR 29,888,720.00 from currently EUR 22,416,540.00 to EUR 52,305,260.00 by converting the partial amount of EUR 29,888,720.00 of the reserves of EUR 62,506,898.00 reported as other (free) reserves in the annual financial statements as of December 31, 2021 by way of a capital increase from company funds without issuing new shares (capital adjustment pursuant to the Capital Adjustment Act).

In April 2022, the Managing Board of UBM Development AG prepared a report to be submitted to the Annual General Meeting in accordance with section 2 par. 5 of the Austrian Capital Adjustment Act (KapBG), in which the proposals for this capital increase are made and the significant circumstances that are decisive for the proposals are explained. This report of the Management Board has to be audited separately by the auditors appointed to audit the annual financial statements. The audit shall cover whether the proposal for the capital increase complies with the statutory provisions.

At the Annual General Meeting of UBM Development AG on May 27, 2021, we were elected as auditors for the financial year 2021. We have duly conducted the audit of the annual financial statements of the Company as of December 31, 2021 and have issued an unqualified audit opinion on these annual financial statements.

Accordingly, the Management Board of UBM Development AG has commissioned us to conduct the audit of its report on the intended capital increase from company funds as required by section 2 par. 5 KapBG.

We have audited the report of the Management Board pursuant to section 2 par. 5 KapBG attached as Annex 1. We have been provided with all the necessary evidence and explanations willingly. We have received a representation letter signed by the Management Board stating that all assets, liabilities and contingent liabilities of the Company have been fully recognized in the annual financial statements as of December 31, 2021.

The "General Conditions of Contract for the Public Accounting Professions (AAB)" issued by the Chamber of Public Accountants and Tax Consultants and attached to this report as Annex 3 shall apply to the performance of this contract, also in relation to third parties.

## 2. Report of the management board pursuant to section 2 par. 5 Austrian Capital Adjustment Act (KapBG)

The equity of UBM Development AG according to the annual financial statements as of December 31, 2021, which were audited by us and issued with an unqualified audit opinion, is as follows:

	EUR	EUR
I. Share capital		22.416.540
II. Hybrid capital		25.329.658
III. Capital reserves		
1. Restricted (appropriated)	98.953.928	98.953.928
IV. Other reserves		
1. free	62.506.899	62.506.899
V. Retained earnings		
thereof accumulated income		16.850.297
EUR 2.397,87		226.057.321

The annual financial statements as of December 31, 2021 were issued with an unqualified audit opinion by BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, adopted by the Supervisory Board at its meeting on April 7, 2022 and will be presented to the Annual General Meeting convened for May 16, 2022.

At the time of reporting, the share capital of UBM amounts to EUR 22,416,540.00 and is divided into 7,472,180 no-par value bearer shares, each of which has an equal share in the share capital of UBM. The amount resulting from dividing the share capital by the number of no-par value bearer shares issued is therefore currently EUR 3.00 per share.

The Company intends to repay the hybrid capital granted by PORR AG to PIAG Immobilien AG (which was merged as the transferring legal entity with the Company as the acquiring legal entity by way of universal succession in 2015) in the amount of EUR 25,329,658.16. This is shown in the annual financial statements in accordance with sections 193 et seq of the Austrian Commercial Code under the equity item "II. hybrid capital (Hybridkapital)". The proposed Recapitalization (increase of share capital from company resources) from formerly freely distributable disclosed reserves (offene Rücklagen) is intended to serve the purpose of providing the preconditions for the repayment of the hybrid capital, to compensate for the effects of this repayment and to avoid undesirable capital-reducing effects. In its report pursuant to section 2 par. 5 KapBG, the Management Board of UBM Development AG proposes to increase the share capital from currently EUR 22,416,540.00 by EUR 29,888,720.00 to EUR 52,305,260.00 by converting the partial amount of EUR 29,888.720.00 of the retained earnings of EUR 62,506,898.68 reported as other (free) reserves in the annual financial statements as of December 31, 2021 by way of a capital increase from company funds without issuing new shares (capital adjustment in accordance with the Capital Adjustment Act).

The proposed capital adjustment (increase in capital stock from company funds) from originally freely distributable open reserves is intended to create the conditions for the repayment of the hybrid capital, to compensate for the effects of this repayment and to avoid undesirable capital-reducing effects.

The restricted (appropriated) reserves remaining after this capital increase from company funds amount to EUR 98,953,927.51 and exceed the statutory minimum requirement of 10% of the share capital.

The capital increase from company funds shall take place without the issue of new shares (section 4 par. 1 KapBG).

The pro rata amount of capital stock represented by each no-par value share will increase from currently EUR 3.00 to EUR 7.00 following this capital increase from company funds.

The review of the measures proposed by the Management Board and its report in this regard revealed:

1. The audited annual financial statements for the year ended December 31, 2021, which have been issued with an unqualified audit opinion, are available.
2. In these annual financial statements, convertible open reserves within the meaning of section 2 par. 3 KapBG are available in sufficient amounts for the implementation of the intended capital increase from company funds.
3. the appropriated reserves will exceed 10% of the capital stock even after the capital increase from company funds.
4. In its report, the Management Board has set out all material circumstances relevant to its proposal for a capital increase from company funds.
5. The relationship of the rights attached to the shares to each other shall not be affected by the capital increase from company funds

### 3. Auditor's Report

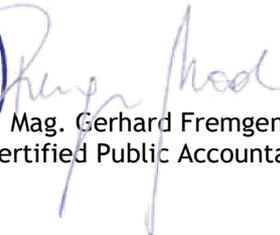
„We have audited the report of the Management Board of UBM Development AG, Vienna, FN 10059x, prepared in April 2022 pursuant to section 2 par. 5 of the Austrian Capital Adjustment Act (KapBG) on the intended capital increase from company funds. The preparation and the content of this report are the responsibility of the Management Board of UBM Development AG. Our responsibility is to express an opinion on this report based on our audit and to state whether the proposal made in this report for the capital increase from company funds complies with the legal requirements.

We conducted our audit in accordance with laws and regulations applicable in Austria and Austrian Standards on Auditing. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the proposal for the capital increase from company funds complies with the legal requirements. We believe that our audit provides a reasonable basis for our opinion.

Our audit has not led to any reservations. The report of the Management Board explains all material circumstances relevant to the proposal for the capital increase from company funds. Based on the findings of our audit, the proposal for the capital increase from company funds complies with the statutory provisions.”

Vienna, April 21, 2022

BDO Austria GmbH  
Wirtschaftsprüfungs- und Steuerberatungsgesellschaft



Mag. Markus Trettnak  
Certified Public Accountant

Mag. Gerhard Fremgen  
Certified Public Accountant



**REPORT**  
**of the Management Board of**  
  
**of**  
**UBM Development AG**  
(Vienna, FN 100059 x)

**pursuant to Section 2 para 5 Capital Adjustment Act (KapBG)**  
**(increase of the share capital from company resources (recapitalization))**

**on agenda item 11.**

The Management Board of UBM Development AG ("**UBM**" or "**Company**") provides the following report on the intended recapitalization pursuant to the Capital Adjustment Act (*Kapitalberichtigungsgesetz*) (increase of share capital from company resources, "**Recapitalization**"), which is to be resolved at the 141<sup>st</sup> Annual General Meeting of UBM on 16 May 2022 in accordance with the provisions of the Capital Adjustment Act ("**KapBG**") for submission to the annual general meeting:

1. At the time of reporting, the share capital of UBM amounts to EUR 22,416,540.00 and is divided into 7,472,180 no-par value bearer shares, each of which has an equal share in the share capital of UBM. The amount resulting from dividing the share capital by the number of no-par value bearer shares issued is therefore currently EUR 3.00 per share.
2. The Company intends to repay the hybrid capital granted by PORR AG to PIAG Immobilien AG (which was merged as the transferring legal entity with the Company as the acquiring legal entity by way of universal succession in 2015) in the amount of EUR 25,329,658.16. This is shown in the annual financial statements in accordance with Sections 193 et seq of the Austrian Commercial Code under the equity item "II. hybrid capital (*Hybridkapital*)". The proposed Recapitalization (increase of share capital from company resources) from formerly freely distributable disclosed reserves (*offene Rücklagen*) is intended to serve the purpose of providing the preconditions for the repayment of the hybrid capital, to compensate for the effects of this repayment and to avoid undesirable capital-reducing effects.

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3. The Recapitalization shall be based on the approved annual financial statements of UBM as of 31 December 2021, which were issued with an unqualified audit opinion by BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, 1100 Vienna, Am Belvedere 4, as auditors of the Company.
4. In the approved annual financial statements of UBM as of 31 December 2021, the item "V. Retained earnings (*Gewinnrücklagen*) - 2. Other (free) reserves" – as convertible disclosed reserves (*offene Rücklagen*) within the meaning of Section 2 para 3 KapBG – shows a total of EUR 62,506,898.68. It is thus noted that for the respective Recapitalization (increase of the share capital from capital resources) in the annual financial statements of UBM as of 31 December 2021 disclosed reserves (*offene Rücklagen*) are available in a sufficient amount.
5. The Management Board of UBM proposes to increase the share capital from company resources without issuing new shares (Recapitalization pursuant to the Capital Adjustment Act) retroactively as of 31 December 2021 from currently EUR 22,416,540.00 by EUR 29,888,720.00 to EUR 52,305,260.00 by converting the partial amount of EUR 29,888,720.00 of the retained earnings (*Gewinnrücklage*) of EUR 62,506,898.68 shown as other (free) reserves in the annual financial statements as of 31 December 2021.
6. As a result of the Recapitalization, the share capital of the Company will be increased to an amount, which, when divided by the number of shares, initially results in a pro rata amount per share in the share capital of exactly EUR 7.00.
7. The number of existing shares does not change as a result of this Recapitalization, as only no-par value bearer shares have been issued. The issuance of new shares is omitted, the pro rata amount per no-par value bearer share in the share capital increases from currently EUR 3.00 to EUR 7.00.
8. The resolution of the annual general meeting on the Recapitalization (increase of the share capital from company resources) shall be filed by the Management Board for registration with the companies register. This increase of the share capital shall be effected without issuing new shares (Section 4 para 1 KapBG). The Recapitalization (increase of the share capital from company resources) shall benefit all shareholders pro rata to the extent of their shareholding, without any further steps required by the Company or the shareholders.
9. With regard to the presentation of the material factors that are decisive for the Recapitalization (increase of the share capital from company resources) are the following reasons to be mentioned:

Pursuant to clause 8.5 of the relevant agreement on the hybrid capital, termination and repayment of the hybrid capital may in particular only take place if a recapitalization is carried out in accordance with the Capital Adjustment Act.

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The Management Board of the Company intends to terminate and repay the hybrid capital for the following reasons:

- a) The repayment of the hybrid capital would reduce the share of the total hybrid capital in the equity shown in the consolidated financial statements of UBM from the previous 33.6% to around 30%.
  - b) The hybrid bonds issued in 2018 and 2021 have an interest rate of 5.5% p.a. each and are therefore 50 basis points cheaper than the hybrid capital granted by PORR.
  - c) In the medium to long term, UBM aims to convert all financing to "green" and sustainable financing models in line with the latest ESG criteria. The hybrid capital granted by PORR AG does not contain any ESG criteria in this sense.
10. Since the annual closing of accounts date of UBM's underlying annual financial statements as of 31 December 2021, up to the date of this report, there have been no significant changes in UBM's business, financial position and results of operations that conflict with the capital measure described in this report.
11. The relation of the rights associated with the shares to one another is not affected by the Re-capitalization.

Vienna, April 2022

**The Management Board**

Bilanz  
zum 31. Dezember 2021

	2021	2020
	in €	in T€
<b>Aktiva</b>		
<b>A. Anlagevermögen</b>		
<b>I. Immaterielle Vermögensgegenstände</b>		
Konzessionen, gewerbliche Schutzrechte, Lizenzen und ähnliche Rechte	22.510	257
<b>II. Sachanlagen</b>		
1. Grundstücke, grundstücksgleiche Rechte und Bauten (davon Grundwert € 190.609,75; 2020: T€ 416)	775.776	1.219
2. Technische Anlagen und Maschinen	-	-
3. Andere Anlagen, Betriebs- und Geschäftsausstattung	987.561	679
4. Geleistete Anzahlungen und Anlagen in Bau	1.356.200	-
	3.119.537	1.898
<b>III. Finanzanlagen</b>		
1. Anteile an verbundenen Unternehmen	176.546.790	181.107
2. Ausleihungen an verbundene Unternehmen	394.825.192	408.435
3. Beteiligungen	10.329.426	10.330
4. Ausleihungen an Unternehmen, mit denen ein Beteiligungsverhältnis besteht	103.372.648	126.405
5. Wertpapiere (Wertrechte) des Anlagevermögens	2.906.920	2.907
	687.980.976	729.184
	<b>691.123.023</b>	<b>731.339</b>
<b>B. Umlaufvermögen</b>		
<b>I. Forderungen und sonstige Vermögensgegenstände</b>		
1. Forderungen aus Lieferungen und Leistungen	261.168	271
davon mit einer RLZ > 1 Jahr: € 0,00; (2020: T€ 0)		
2. Forderungen gegenüber verbundenen Unternehmen	12.959.801	17.799
davon mit einer RLZ > 1 Jahr: € 0,00; (2020: T€ 0)		
3. Forderungen gegenüber Unternehmen, mit denen ein Beteiligungsverhältnis besteht	2.138.373	2.165
davon mit einer RLZ > 1 Jahr: € 0,00; (2020: T€ 0)		
4. Sonstige Forderungen und Vermögensgegenstände	16.444.595	15.770
davon mit einer RLZ > 1 Jahr: € 0,00; (2020: T€ 0)		
	31.803.937	36.005
<b>II. Kassenbestand, Guthaben bei Kreditinstituten</b>	<b>375.745.980</b>	<b>214.307</b>
	<b>407.549.916</b>	<b>250.312</b>
<b>C. Rechnungsabgrenzungsposten</b>	<b>2.901.863</b>	<b>3.297</b>
<b>D. Aktive latente Steuer</b>	<b>2.702.866</b>	<b>3.497</b>
	<b>1.104.277.669</b>	<b>988.445</b>

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	2021	2020
	in €	in T€
<b>Passiva</b>		
<b>A. Eigenkapital</b>		
I. Grundkapital	22.416.540	22.416
II. Hybridkapital	25.329.658	25.330
III. Kapitalrücklagen		
gebundene	98.953.928	98.954
IV. Optionsrücklage	-	2.362
V. Gewinnrücklagen		
andere Rücklagen (freie Rücklagen)	62.506.899	60.157
VI. Bilanzgewinn	16.850.297	16.441
(davon Gewinnvortrag € 2.397,87; 2020: T€ 2.996)	<b>226.057.321</b>	<b>225.660</b>
<b>B. Mezzaninkapital</b>	<b>152.900.000</b>	<b>100.000</b>
<b>C. Rückstellungen</b>		
1. Rückstellungen für Abfertigungen	894.969	912
2. Rückstellungen für Pensionen	1.098.384	1.240
3. Steuerrückstellungen	4.740.771	3.834
4. Sonstige Rückstellungen	6.474.645	5.624
	<b>13.208.769</b>	<b>11.610</b>
<b>D. Verbindlichkeiten</b>		
davon mit einer RLZ ≤ 1 Jahr: € 248.373.091,09; (2020: T€ 191.800)		
davon mit einer RLZ > 1 Jahr: € 463.000.000,00; (2020: T€ 458.500)		
1. Anleihen	530.102.500	461.000
davon mit einer RLZ ≤ 1 Jahr: € 81.102.500,00; (2020: T€ 19.500)		
davon mit einer RLZ > 1 Jahr: € 449.000.000,00; (2020: T€ 441.500)		
2. Verbindlichkeiten gegenüber Kreditinstituten	17.007.593	34.003
davon mit einer RLZ ≤ 1 Jahr: € 3.007.592,50; (2020: T€ 17.003)		
davon mit einer RLZ > 1 Jahr: € 14.000.000,00; (2020: T€ 17.000)		
3. Verbindlichkeiten aus Lieferungen und Leistungen	1.720.370	2.346
davon mit einer RLZ ≤ 1 Jahr: € 1.720.369,60; (2020: T€ 2.346)		
davon mit einer RLZ > 1 Jahr: € 0,00; (2020: T€ 0)		
4. Verbindlichkeiten gegenüber verbundenen Unternehmen	143.449.617	132.920
davon mit einer RLZ ≤ 1 Jahr: € 143.449.616,86; (2020: T€ 132.920)		
davon mit einer RLZ > 1 Jahr: € 0,00; (2020: T€ 0)		
5. Verbindlichkeiten gegenüber Unternehmen, mit denen ein Beteiligungsverhältnis besteht	5.919.554	9.944
davon mit einer RLZ ≤ 1 Jahr: € 5.919.553,54; (2020: T€ 9.944)		
davon mit einer RLZ > 1 Jahr: € 0,00; (2020: T€ 0)		
6. Sonstige Verbindlichkeiten	13.173.459	10.087
davon aus Steuern € 1.277.458,08; (2020: T€ 846)		
davon im Rahmen der sozialen Sicherheit € 166.876,97; (2020: T€ 167)		
davon mit einer RLZ ≤ 1 Jahr: € 13.173.458,59; (2020: T€ 10.087)		
davon mit einer RLZ > 1 Jahr: € 0,00; (2020: T€ 0)		
	<b>711.373.091</b>	<b>650.300</b>
<b>E. Rechnungsabgrenzungsposten</b>	<b>738.488</b>	<b>875</b>
	<b>1.104.277.669</b>	<b>988.445</b>

Gewinn- und Verlustrechnung  
für das Geschäftsjahr 2021

	2021	2021	2020
	in €	in €	in T€
1. Umsatzerlöse		19.578.389	16.542
2. Veränderung des Bestands an fertigen und unfertigen Erzeugnissen sowie an noch nicht abrechenbaren Leistungen		-	-20
3. andere aktivierte Eigenleistungen		4.069	-
4. Sonstige betriebliche Erträge			
a) Erträge aus dem Abgang vom und der Zuschreibung zum Anlagevermögen mit Ausnahme von Finanzanlagen	2.133		-
b) Erträge aus der Auflösung von Rückstellungen	1.583.375		-
c) übrige	143.866		414
		1.729.374	414
5. Aufwendungen für Material und sonstige bezogene Herstellungsleistungen			
a) Materialaufwand	-508.184		-113
b) Aufwendungen für bezogene Leistungen	-1.504.782		-1.328
		-2.012.966	-1.441
6. Personalaufwand			
a) Löhne und Gehälter			
aa) Gehälter		-9.687.436	-9.857
b) Soziale Aufwendungen			
aa) Aufwendungen für Abfertigungen und Leistungen an betriebliche Mitarbeitervorsorgekassen	-104.169		-86
bb) Aufwendungen für gesetzlich vorgeschriebene Sozialabgaben sowie vom Entgelt abhängige Abgaben und Pflichtbeiträge	-1.953.885		-1.724
cc) Aufwendungen für Altersversorgung	73.287		-56
dd) Übrige Sozialaufwendungen	-107.610		-99
ee) COVID-19-Zuschuss (Kurzarbeit)	-		453
		-2.092.377	-1.512
		-11.779.812	-11.369
7. Abschreibungen auf immaterielle Gegenstände des Anlagevermögens und Sachanlagen		-258.135	-237
8. Sonstige betriebliche Aufwendungen			
a) Steuern, soweit sie nicht unter solche vom Einkommen und vom Ertrag fallen	-755		-2

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	2021	2021	2020
	in €	in €	in T€
b) übrige	-16.507.303		-11.696
		-16.508.058	-11.698
<b>9. Zwischensumme aus Z1 bis 8</b>		<b>-9.247.138</b>	<b>-7.809</b>
10. Erträge aus Beteiligungen		27.734.437	52.110
davon aus verbundenen Unternehmen € 27.720.000,00; (2020: T€ 52.109)			
11. Erträge aus anderen Wertpapieren und Ausleihungen des Finanzanlagevermögens		36.316.817	44.738
davon aus verbundenen Unternehmen € 28.896.151,92; (2020: T€ 36.148)			
12. Sonstige Zinsen und ähnliche Erträge		487.193	726
davon aus verbundenen Unternehmen € 479.411,42 ; (2020: T€ 699)			
13. Erträge aus dem Abgang von und der Zuschreibung zu Finanzanlagen und Wertpapieren des Umlaufvermögens		15.809.389	841
14. Aufwendungen aus Finanzanlagen und aus Wertpapieren des Umlaufvermögens			
davon		-20.832.978	-45.271
a) Abschreibungen € -17.632.054,54 (2020: T€ -44.756)			
b) Aufwendungen aus verbundenen Unternehmen € -13.655.335,99 (2020: T€ -24.452)			
15. Zinsen und ähnliche Aufwendungen		-31.397.743	-31.469
davon betreffend verbundene Unternehmen € -2.468.519,02; (2020: T€ -7.048)			
<b>16. Zwischensumme aus Z10 bis 15</b>		<b>28.117.116</b>	<b>21.675</b>
<b>17. Ergebnis vor Steuern (Zwischensumme aus Z9 und Z16)</b>		<b>18.869.977</b>	<b>13.866</b>
18. Steuern vom Einkommen und vom Ertrag		327.922	4.379
<b>19. Ergebnis nach Steuern = Jahresüberschuss</b>		<b>19.197.899</b>	<b>18.245</b>
20. Zuweisung zu Gewinnrücklagen		-2.350.000	-4.800
21. Gewinnvortrag aus dem Vorjahr		2.398	2.996
<b>22. Bilanzgewinn</b>		<b>16.850.297</b>	<b>16.441</b>

# 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.