



**PV – Invest GmbH,  
Klagenfurt am Wörthersee, Austria**

Translation of the local  
Report on the Audit of the  
Consolidated Financial Statements  
for the year ended 31 December 2018

6 September 2019

KPMG Austria GmbH  
Wirtschaftsprüfungs- und Steuerberatungsgesellschaft  
10163265

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To the Members of the Management of  
PV – Invest GmbH,  
Klagenfurt am Wörthersee, Austria

We have audited the consolidated financial statements for the year ended 31 December 2018  
of

**PV – Invest GmbH,**  
**Klagenfurt am Wörthersee, Austria**  
(referred to as "the Company"),

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

## **1. Audit Contract and Scope of the Engagement**

The Company, represented by the management concluded an **audit contract** with us to audit the consolidated financial statements of the Company as at 31 December 2018. Our audit also comprised the accounting system and the group management report in accordance with Section 269 et seq UGB (Austrian Commercial Code).

The Company does not meet the criteria for the mandatory establishment of a **supervisory board**.

The audit is a **voluntary** audit.

The **audit includes** assessing whether the statutory requirements were adhered to. The group management report is to be audited as to whether it is consistent with the consolidated financial statements and whether it was prepared in accordance with legal requirements.

Our audit was performed in accordance with the **legal requirements and Austrian Standards on Auditing**. These standards require that we comply with International Standards on Auditing (ISAs). We would like to emphasize that the goal of the audit is to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement. Absolute assurance is not attainable due to the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system. There is an unavoidable risk that even material misstatements may remain undetected. Areas which are generally covered in special engagements were not included in our scope of work.

In the course of the audit of the consolidated financial statements, the financial information of the components included in the consolidated financial statements was audited, to ensure their compliance with generally accepted accounting standards and adherence to the regulations and standards for inclusion therein.

We performed the audit with interruptions mainly at the Company's premises and at the premises of the Company's tax advisers which are responsible for the bookkeeping and accounting in Villach, Verona, Varna, Skopje and Slovenska Bistrica as well as in our office in Klagenfurt in between March and September 2018. The audit was substantially completed at the date of this report.

**Engagement partner** of the engagement is Mr Oliver Preiss, Wirtschaftsprüfer (Austrian Chartered Accountant).

Our audit is based on the audit contract concluded with the Company. The "General **Conditions of Contract**" issued by the Chamber of Tax Advisers and Auditors (see Annex III) form an integral part of the audit contract. The conditions of contract do not only apply to the Company and the auditor, but to third parties as well. Our liability as auditors is guided under Section 275 UGB.

## **2. Summary of Audit Findings**

### **2.1. Compliance with Statutory Requirements of the Consolidated Financial Statements and Group Management Report**

During our audit of the consolidation and the financial information of the components included in the consolidated financial statements, we obtained evidence that the accounting system is in compliance with statutory requirements. The financial information of the components essentially complies with the uniform accounting policies of the parent Company. As such, the financial information of the components represents an adequate basis for inclusion in the consolidated financial statements. The regulations and standards for inclusion into the consolidated statements have been adhered to.

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

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

### **2.2. Explanations and Evidence**

Management has sufficiently provided all evidence and explanations requested by us as well as their signed management representation letter.

### **2.3. Reporting per Section 273 Paragraph 2 UGB**

During our audit we did not note any facts which indicate that could be substantial doubt about the Group's ability to continue as a going concern nor indicate a material deterioration of the Group's performance. Neither did we note any indications of non-compliance with Austrian law or the Company's articles of association, whether by the management or its employees. We did not note any material weaknesses in the internal controls over the financial reporting process.

### **3. Auditor's Report**

#### **Report on the Consolidated Financial Statements**

##### **Audit Opinion**

We have audited the consolidated financial statements of

**PV – Invest GmbH,**  
**Klagenfurt am Wörthersee, Austria,**

and its subsidiaries ("the Group"), which comprise the Consolidated Balance Sheet as at 31 December 2018, and the Consolidated Income Statement, Consolidated Statement of Changes in Equity and Consolidated Statement of Cash Flows for the year then ended, and the Notes to the Consolidated Financial Statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Group as at 31 December 2018, and its consolidated financial performance and consolidated cash flows for the year then ended in accordance with Austrian Generally Accepted Accounting Principles.

##### **Basis for our Opinion**

We conducted our audit in accordance with Austrian Standards on Auditing. These standards require the audit to be conducted in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are described in the "*Auditor's Responsibilities*" section of our report. We are independent of the audited Group in accordance with Austrian company law and professional regulations, and we have fulfilled our other responsibilities under those relevant ethical requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

##### **Responsibilities of Management for the Consolidated Financial Statements**

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

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

## **Auditor's Responsibilities**

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement – whether due to fraud or error – and to issue an auditor's report that includes our audit opinion. Reasonable assurance represents a high level of assurance, but provides no guarantee that an audit conducted in accordance with Austrian Standards on Auditing (and therefore ISAs), will always detect a material misstatement, if any. Misstatements may result from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Austrian Standards on Auditing, we exercise professional judgment and maintain professional skepticism throughout the audit.

Moreover:

- We identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, we design and perform audit procedures responsive to those such risks and obtain sufficient and appropriate audit evidence to serve as a basis for our audit opinion. . The risk of not detecting material misstatements resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or override of internal control.
- We obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- We evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- We conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty about the entity's ability to continue as a going concern, we are required to draw attention in our audit report to the respective note in the consolidated financial statements. If such disclosures are not appropriate, we will modify our audit opinion. Our conclusions are based up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.
- We evaluate the overall presentation, structure and content of the consolidated financial statements, including the notes, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- We obtain sufficient appropriate audit evidence regarding the financial information of the entities and business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.



## **Group Management Report**

In accordance with Austrian company law, the group management report is to be audited as to whether it is consistent with the consolidated financial statements and prepared in accordance with legal requirements.

Management is responsible for the preparation of the group management report in accordance with Austrian company law.

We have conducted our audit in accordance with generally accepted standards on the audit of group management reports as applied in Austria.

### **Opinion**

In our opinion, the group management report is consistent with the consolidated financial statements and has been prepared in accordance with legal requirements.

### **Statement**

Based on our knowledge gained in the course of the audit of the consolidated financial statements and our understanding of the Group and its environment, we did not note any material misstatements in the group management report.

Klagenfurt am Wörthersee, 6 September 2019

KPMG Austria GmbH  
Wirtschaftsprüfungs- und Steuerberatungsgesellschaft

signed by:  
Oliver Preiss  
Wirtschaftsprüfer  
(Austrian Chartered Accountant)

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

The consolidated financial statements together with our auditor's opinion may only be published if the consolidated financial statements and the group management report are identical with the audited version attached to this report. Section 281 Paragraph 2 UGB (Austrian Commercial Code) applies.

**Consolidated Financial Statements  
as at 31 December 2018**

(translated)

## Consolidated Balance Sheet as at 31 December 2018

### Assets

	31 Dec 2018 EUR	31 Dec 2017 EUR
<b>A. Fixed assets</b>		
<b>I. Intangible assets</b>		
1. Concessions, industrial property rights and similar rights as well as licenses derived therefrom	83,946	56,057
2. Goodwill from capital consolidation	6,297,767	5,631,111
	<b>6,381,712</b>	<b>5,687,168</b>
<b>II. Property, plant and equipment</b>		
1. Land, similar rights and buildings including buildings on non-owned land	1,100,523	1,717,627
2. Technical plants and machinery	47,590,621	45,907,213
3. Other plants, furniture and fixtures	139,084	44,257
4. Prepayments and assets under constructions	2,580,963	863,877
	<b>51,411,192</b>	<b>48,532,974</b>
<b>III. Financial assets</b>		
1. Investments in affiliated companies (not consolidated)	333,607	88,836
2. Loans to affiliated companies (not consolidated)	864,039	0
3. Investments in associated companies	175,244	187,496
4. Securities	14,000	24,500
	<b>1,386,889</b>	<b>300,832</b>
	<b>59,179,793</b>	<b>54,520,974</b>
<b>B. Current assets</b>		
<b>I. Inventories</b>		
1. Raw materials and supplies	22,117	30,932
2. Merchandise	188,911	6,842
3. Services not yet chargeable	712,867	81,705
	<b>923,895</b>	<b>119,479</b>
<b>II. Receivables and other assets</b>		
1. Trade receivables	1,139,754	1,778,323
<i>thereof with a remaining maturity of more than one year</i>	0	0
2. Receivables from affiliated companies	91,033	119,718
<i>thereof with a remaining maturity of more than one year</i>	0	0
3. Receivables from associated companies	453,445	861,412
<i>thereof with a remaining maturity of more than one year</i>	315,000	393,000
4. Other receivables and assets	1,805,279	3,218,202
<i>thereof with a remaining maturity of more than one year</i>	338,253	338,253
	<b>3,489,511</b>	<b>5,977,655</b>
<b>III. Cash on hand and in banks</b>	<b>6,693,379</b>	<b>6,006,755</b>
	<b>11,106,785</b>	<b>12,103,888</b>
<b>C. Prepaid expenses</b>		
Other prepaid expenses	1,507,277	1,715,559
<b>D. Deferred tax assets</b>	<b>371,441</b>	<b>320,843</b>
	<b>72,165,296</b>	<b>68,661,264</b>

(translated)

## Consolidated Balance Sheet as at 31 December 2018

### Liabilities and Equity

	31 Dec 2018 EUR	31 Dec 2017 EUR
<b>A. Equity</b>		
<b>I. Share capital</b>	<b>35,000</b>	<b>35,000</b>
<b>II. Additional paid-in capital</b>		
Unappropriated	1,587,886	1,587,886
<b>III. Currency translation reserve</b>	<b>-407,542</b>	<b>-126,570</b>
<b>IV. Equity attributable to non-controlling interests</b>	<b>398,966</b>	<b>412,700</b>
<b>V. Cumulated net profit</b>	<b>1,558,531</b>	<b>1,937,769</b>
<i>thereof profit carried forward: EUR 1.937.769,05</i>		
<i>py: EUR 963 k</i>		
	<b>3,172,841</b>	<b>3,846,785</b>
<b>B. Subordinated liabilities</b>	<b>2,400,000</b>	<b>2,000,000</b>
<b>C. Provisions</b>		
1. Current tax provisions	22,410	44,280
2. Deferred tax provisions	669,958	594,938
3. Other provisions	667,499	459,757
	<b>1,359,867</b>	<b>1,098,976</b>
<b>D. Liabilities</b>		
1. Bonds	14,622,000	10,913,000
<i>thereof with a remaining maturity up to one year</i>	900,000	0
<i>thereof with a remaining maturity of more than one year</i>	13,722,000	10,913,000
2. Bank loans and overdrafts	28,148,680	33,127,279
<i>thereof with a remaining maturity up to one year</i>	4,952,867	7,150,872
<i>thereof with a remaining maturity of more than one year</i>	23,195,813	25,976,406
3. Trade payables	1,617,059	2,240,553
<i>thereof with a remaining maturity up to one year</i>	1,617,059	2,240,553
<i>thereof with a remaining maturity of more than one year</i>	0	0
4. Payables to affiliated companies	0	41,972
<i>thereof with a remaining maturity up to one year</i>	0	41,972
<i>thereof with a remaining maturity of more than one year</i>	0	0
4. Payables to associated companies	343,974	251,722
<i>thereof with a remaining maturity up to one year</i>	343,974	251,722
<i>thereof with a remaining maturity of more than one year</i>	0	0
5. Other liabilities	20,465,794	14,865,680
<i>thereof from taxes</i>	72,164	145,449
<i>thereof due to social security</i>	8,347	5,651
<i>thereof with a remaining maturity up to one year</i>	20,465,793	14,865,680
<i>thereof with a remaining maturity of more than one year</i>	0	0
	<b>65,197,507</b>	<b>61,440,206</b>
<b>E. Deferred income</b>	<b>35,081</b>	<b>275,296</b>
	<b>72,165,296</b>	<b>68,661,264</b>
Contingent liabilities	15,372	15,372

(translated)

## Consolidated Income Statement for the Year ended 31 December 2018

	2018 EUR	2017 EUR
1. Sales	12,266,613	10,145,244
2. Change in finished goods and services not yet chargeable	632,851	76,495
3. Own work capitalized	74,204	0
4. Other operating income		
Income of disposal and revaluation of fixed assets excluding financial assets	0	560
Sundry	919,416	726,261
	<b>919,416</b>	<b>726,261</b>
<b>5. OPERATING PERFORMANCE</b>	<b>13,893,084</b>	<b>10,948,560</b>
6. Cost of materials and other purchased production services		
a) Cost of materials	-4,429,220	-1,547,373
b) Cost of purchased services	-715,944	-584,524
	<b>-5,145,164</b>	<b>-2,131,898</b>
7. Personnel expenses		
a) Wages	-39,441	-34,919
b) Salaries	-404,476	-268,692
c) Social expenses	-131,518	-77,830
<i>thereof expenses for pensions</i>	-2,216	-1,969
<i>thereof expenses for severance paymentst and contributions to         respective funds</i>	-1,452	-3,079
<i>thereof expenses for statutory social security and         payroll related taxes and contributions</i>	-112,475	-70,986
	<b>-575,435</b>	<b>-381,441</b>
8. Amortization and depreciation		
a) of intangible assets and property, plant and equipment	<b>-2,895,565</b>	<b>-2,827,541</b>
9. Other operating expenses		
a) Taxes	-107,619	-103,253
b) Sundry	-2,336,182	-2,373,919
	<b>-2,443,801</b>	<b>-2,477,172</b>
<b>10. Subtotal from line 6 to 9 (EBIT)</b>	<b>2,833,119</b>	<b>3,130,508</b>
11. Income from investments in associated companies	1,461	48,980
12. Other interest and similar income	52,727	153,532
13. Income from disposal and revaluation of financial assets and short-term securities	275,924	51,113
14. Expenses for financial assets and short-term securities <i>thereof depreciation</i>	-10,500 -10,500	-22,652 -18,528
15. Interest and similar expenses	-3,137,667	-2,930,481
<b>16. Subtotal from line 11 to 15</b>	<b>-2,818,055</b>	<b>-2,699,509</b>
<b>17. Result on ordinary operations</b>	<b>15,064</b>	<b>430,999</b>
18. Income tax		
a) current taxes	-216,940	-273,822
b) deferred taxes	46,106	-150,212
	<b>-170,834</b>	<b>-424,034</b>
<b>19. Net loss/income</b>	<b>-155,770</b>	<b>6,965</b>
20. Net loss/income attributable to non-controlling interests	-223,468	-239,428
<b>21. Group net loss</b>	<b>-379,238</b>	<b>-232,463</b>
22. Reversal of taxed reserves	0	1,207,614
23. Profit carried forward from prior year	1,937,769	962,618
<b>24. Consolidated net profit</b>	<b>1,558,531</b>	<b>1,937,769</b>

(translated)

**Consolidated Statement of Changes in Equity for the year ended 31 December 2018**

	Share capital EUR	Additional paid-in capital EUR	Currency trans- lation reserve EUR	Comulated net income EUR	Non-controlling interests EUR	Total EUR
<b>As of 1 January 2017</b>	<b>35,000</b>	<b>2,795,500</b>	<b>0</b>	<b>962,619</b>	<b>209,398</b>	<b>4,002,517</b>
Change in non-controlling interests from initial consolidation	0	0	0	0	-36,126	-36,126
Currency translation differences	0	0	-126,570	0	0	-126,570
Reverse of taxed reserves	0	-1,207,614	0	1,207,614	0	0
Consolidated net income	0	0	0	-232,464	239,428	6,964
<b>As of 31 December 2017</b>	<b>35,000</b>	<b>1,587,886</b>	<b>-126,570</b>	<b>1,937,769</b>	<b>412,700</b>	<b>3,846,785</b>
Change in non-controlling interests from sales of shares and changes in scope of consolidated entities	0	0	0	0	-235,528	-235,528
Currency translation differences	0	0	-280,972	0	-1,674	-282,646
Reverse of taxed reserves	0	0	0	0	0	0
Consolidated net loss	0	0	0	-379,238	223,468	-155,770
<b>As of 31 December 2018</b>	<b>35,000</b>	<b>1,587,886</b>	<b>-407,542</b>	<b>1,558,531</b>	<b>398,966</b>	<b>3,172,841</b>

(translated)

## Consolidated Statement of Cash Flows for the year ended 31 December 2018

	2018 EUR	2017 EUR
<b>Cash flows from operating activities</b>		
Net loss/ income	-155,770	6,965
+ Depreciation and amortization of fixed assets	2,895,565	2,827,541
+ Depreciation of financial assets	10,500	18,528
-/+ Share of profit of associated companies	-1,461	-31,480
-/+ Changes in deferred taxes	-46,106	150,212
-/+ Non cash income from sales of shares	-225,028	0
+/- Other non cash expenses and income	-16,996	-17,691
	<b>2,460,704</b>	<b>2,954,075</b>
-/+ Changes in inventories	-800,454	-97,207
-/+ Changes in trade receivables	734,971	286,496
-/+ Changes in receivables from affiliated companies	28,684	-77,745
-/+ Changes in receivables from associated companies	-59,954	382,035
-/+ Changes in other assets (including prepaid expenses)	1,626,419	-695,902
+/- Changes in trade payables	-623,804	56,749
+/- Changes in payables to associated companies	50,280	-526,923
+/- Changes in other short-term provisions	185,150	153,442
+/- Changes in other short-term liabilities (including deferred income)	5,367,582	4,262,071
	<b>6,508,874</b>	<b>3,743,016</b>
<b>Net cash from operating activities</b>	<b>8,969,578</b>	<b>6,697,092</b>
<b>Net cash flows from investing activities</b>		
- Acquisition of intangible assets and property, plant and equipment	-3,442,772	-2,459,105
- Acquisition of financial assets and not consolidated affiliated companies	-2,181,919	-88,836
+ Acquisition of companies (initially consolidated)	-1,090,928	-3,507,022
	<b>-6,715,619</b>	<b>-6,054,963</b>
<b>Net cash flows from financing activities</b>		
+/- Changes in current and non-current bank loans and borrowings	-1,520,171	4,273
	<b>-1,520,171</b>	<b>4,273</b>
<b>Changes in cash and cash equivalents</b>	<b>733,788</b>	<b>646,401</b>
Cash and cash equivalents as of 1 January	6,006,754	3,249,837
Additions cash and cash equivalent from initial consolidation	8,579	2,110,516
Translation differences	-55,742	0
<b>Cash and cash equivalents as of 31 December</b>	<b>6,693,379</b>	<b>6,006,754</b>

## **Notes to the Consolidated Financial Statements for the year 2018**

### **I. General information**

The consolidated financial statements for the year ended 31 December 2018 have been prepared in accordance with the regulations of the Austrian Commercial Code (UGB – Unternehmensgesetzbuch) as amended.

Amounts in the consolidated financial statements are presented in Euro (prior year: Euro). The statement of profit or loss was prepared using the nature of expense method.

To the extent necessary under the requirement to fairly present the financial position of the Company and its financial performance, additional disclosures were made in the notes. The scope of consolidated entities was determined in accordance with § 247 (1) UGB and comprises the parent company of the group and 33 fully consolidated subsidiaries, in which the Company directly or indirectly holds the majority of the voting rights. Additionally, two entities and their one subsidiary were included in the consolidated financial statements by using the equity method and one entity and its subsidiary were included at 50% using proportionate consolidation.

All entities included in the financial statements are listed in the schedule of investments as of 31 December 2018, which is presented in the notes. The uniform reporting date for all entities included in the consolidated financial statements is 31 December 2018.

In accordance with the notice of assessment issued by the tax office Spittal Villach dated 20 December 2011, PV-Invest GmbH is the head of a tax group in accordance with §9 (8) KStG (Austrian Corporate Income Tax Act) 1988 with Managementkompetenz PV – Invest Lequile GmbH, PV – Invest Apulien 2 GmbH and PV – Invest Slowenien GmbH as members of the tax group beginning with the tax assessment for the year 2011. Moreover, in accordance with the notice of assessment issued by the tax office Spittal Villach dated 21 December 2016, KVP Solar GmbH and PV-Invest RGA GmbH were included in the tax group as members beginning with the tax assessment for the year 2016.

Subsequent to the reorganization measures taken in 2017, the tax group consisted of PV-Invest GmbH as head of a tax group and PV-Invest Slowenien GmbH, PV-Invest Apulien 2 GmbH, KPV Solar GmbH as well as PV-Invest EE GmbH as members of the tax group. Beginning with



2018, PV-Invest WE GmbH and HpSA Hydropower Systems GmbH joined the tax group. Final assessment for the tax group by the tax authority is still outstanding.

## **II. Consolidation**

The Group prepared these consolidated financial statements voluntarily since it did not exceed the thresholds defined in § 246 UGB in 2018 or in prior years. PV-Invest Group prepared consolidated financial statements for the first time as of 31 December 2011.

Per initial consolidation as of December 31, 2018, ESA Solar 2 d.o.o. und die KOMIN Solar d.o.o. were added to the scope of consolidated entities. This resulted in goodwill amounting to EUR 763,970.59.

As of January 1, 2018, PV-Invest GmbH acquired 35% of the shares in the previously consolidated at-equity entity Mehr Rad Energy Arvand, which was therefore included in the consolidated financial statements by full consolidation. The acquisition resulted in goodwill amounting to EUR 283,193.96.

Additionally, KPV Energy Alpha GmbH was included in the consolidated financial statements by using the equity method at equity for the first time.

The following entities are no longer included in the scope of consolidated entities due to insignificance or lack of operations: International Photovoltaics Project 1 d.o.o., Mehr Rad Energy Bakhtar, Hydropower Systems GmbH. KPV Solar Italia s.r.l. and KPV Project V s.r.l. were dissolved in 2018.

Capital consolidation was based on the revaluation method in accordance with § 254 par. 1 subpar. 1 UGB. The carrying amount of the investment was offset against the corresponding share in the subsidiary's equity and any differences between the identifiable assets and liabilities and their fair values were recognized in initial consolidation.

All receivables and liabilities, sales and expenses resulting from transactions between companies included in the consolidated financial statements were eliminated.

## **III. Accounting principles**

Neither the single financial statements of the Group entities nor the consolidated financial statements are subject to a statutory audit.

Notes to the Consolidated Financial Statements for the year ended 31 December 2018 (translated)

The scope of consolidated entities includes the following significant companies:

Scope	Share Capital '000 EUR	Ownership 2018	Ownership 2017	Consolidation method <sup>1</sup>
<i>PV-Invest GmbH, Klagenfurt, Wörthersee (parent company)</i>	35			
PV – Invest Apulien 2 GmbH, Klagenfurt am Wörthersee	35	100%	100%	F
Managementkompetenz PV – Invest Lequile SRL, Bolzano	10	100%	100%	F
KPV Project I SRL, Bolzano	10	100%	100%	F
KPV Project II SRL, Bolzano	10	100%	100%	F
Collemeto 1 SRL, Bolzano	10	100%	100%	F
Avisolar s.r.l., Avio/Trient	10	100%	100%	F
Montana Energia s.r.l., Bolzano	10	60%	60%	F
PV – Invest Slowenien GmbH, Klagenfurt am Wörthersee	35	100%	100%	F
PV Zorenci elektricna energija d.o.o., Ljubljana	10	51%	100%	F
Invest Zorenci elektricna energija d.o.o., Ljubljana	10	51%	100%	F
Moja Elektrarna proizvodnja elektricne energije d.o.o., Domžale	10	51%	51%	F
Tasolar doo, Velenje	7.5	51%	51%	F
Biringsol 1 d.o.o., Domžale	7.5	51%	51%	F
Vesol d.o.o., Domžale	7.5	51%	51%	F
Zeleni biser d.o.o., Trbovlje	10	51%	51%	F
D.O.O. Green Energy R, Bratunac	0.01	30.6	30.6	V

<sup>1</sup> F = fully consolidated; E = consolidated using the equity method; P = proportionate consolidation

Notes to the Consolidated Financial Statements for the year ended 31 December 2018 (translated)

Grason d.o.o., Marburg	267.5	51%	51%	F
ESA Solar 2, d.o.o., Ljubljana	7,5	51%	0%	V
KOMIN Solar, d.o.o., Tolmin	7,5	51%	0%	V
PV-Invest Zapaden Balkan d.o.o., Skopje	5	35.7%	35.7%	F
Mega Solar d.o.o.e.l, Skopje	5	35.7%	35.7%	F
Rumeno Sonce 62 d.o.o., Ljubljana	7.5	100%	100%	F
PV-Invest WE GmbH (formerly Mein Kraftwerk PV GmbH), Klagenfurt am Wörthersee	35	100%	100%	F
PV-Invest Oberempfenbach GmbH, Mainburg	25	100%	100%	F
Hawi Sep 2 EURL, Roquevaire	0.1	100%	100%	F
KPV Solar GmbH, Klagenfurt am Wörthersee	35	100%	100%	F
Mehr Rad Energy Arvand, Tehran	8	85%	50%	F
PV-Invest EE GmbH, Klagenfurt am Wörthersee	35	100%	100%	F
PV-Invest Magyarország Kft., Budapest	9.6	70%	51%	F
Green Solartech Kft. Pilisvörösvár	9.6	75%	75%	F
KPV Solar Bulgaria OOD, Warna	102	85%	85%	F
Photovoltaics Karlovo EOOD, Warna	2.5	85%	85%	F
Eko Madrino EOOD, Warna	15	85%	85%	F
KPV Energy Alpha GmbH, Klagenfurt	35	50%	0%	P
KPV Solar Iranian Company	8	50%	50%	P
PV-Invest Pincara GmbH, Klagenfurt am Wörthersee	10	45%	45%	E
Fotovoltaica Pincara SRL, Bolzano	10	45%	45%	E

PV Invest Pincara GmbH (at-equity consolidated) holds 100% of the shares in Fotovoltaica Pincara SRL. For the purpose of inclusion into the consolidated financial statements of the Group, both entities were first fully consolidated at sub-group level. Consolidated equity resulting from this full consolidation was consolidated into the Group at equity.

Additionally, the Company holds 92% of the shares in Indigo Hydro Macedonia d.o.o. (Macedonia). This company was not included in the consolidated financial statements due to lack of operations in 2018. The 100% investment in International Photovoltaics Project 1 d.o.o. (Slovenia) and its 100% subsidiary Mehr Rad Energy Bakhtar (Iran) as well as Hydropower Systems GmbH ceased operations and are therefore no longer included in the consolidated financial statements as of December 31, 2018.

Additionally, Rumeno Sonce 62 d.o.o. holds a 100% interest in Mehr-Rad Energy Shargh, which was established in 2017 but will only commence operations in 2018.

The Hungarian subsidiaries of PV-Invest Magyarország (70% subsidiary), Molvany Napelempark Kft. (100% subsidiary) and the subsidiaries of Green Solartech Kft. (75% subsidiary), Green Solartech PV Istvánd Kft. (100% subsidiary), Green Solartech három Kft. (100% subsidiary), Green Solartech PV Lesence Kft. (100% subsidiary) as well as the 75% interest in Green Solartech PV Energy Kft were not included in the consolidated financial statements due to lack of operations as of December 31, 2018.

The Austrian 100% interests in Alpha BGD GmbH including its 100% Iranian subsidiary, Zehne Ashofte Sahra, the 100% interest in the Austrian subsidiary AXP Energy Beteiligung GmbH including its 100% interest in the Iranian subsidiary Avaz Aftab Sahra, EZP Photovoltaik Beteiligung GmbH including its 100% Iranian subsidiary, Aftab Chamanzaran and the 100% interest in the Austrian subsidiary TEH Beteiligung GmbH including its 100% Iranian subsidiary, Aftab Javdan Niloo were not included in the scope of consolidated entities due to lack of significant operations as of December 31, 2018 and the fact that they were merged into the parent company in 2019. The Iranian 100% subsidiary, Saghf Aftab Sepehr as well as the Iranian 50% subsidiary KPV Mehrabad of KPV Energy Alpha were not included in the consolidated financial statements as they are holding companies and are not material to the consolidated financial statements.

Additionally, Rumeno Sonce 62 d.o.o. holds a 100% interest in Mehr-Rad Energy Shargh, which was established in 2017 but has not commenced operations so far.

The consolidated statement of financial position and consolidated statement of profit or loss are presented in accordance with the regulations of UGB as amended; the consolidated statement of profit or loss was prepared using the nature of expense method.

### **Fixed assets**

Intangible assets are recognized at cost only if purchased and amortized over a period of 5 years. Long-term rights are amortized over a period of up to 20 years.

Goodwill resulting from initial consolidation of subsidiaries is amortized over a period of up to 20 years due to the long-term strategy of the business model and the long useful life of the PV-panels.

Property, plant and equipment are recognized at cost net of accumulated depreciation, using the following useful lives:

	Useful life in years
Land, similar rights and buildings including buildings on land owned by third parties.....	25
Technical plants and machinery.....	25

Financial assets are recognized at the lower of cost or fair value.

### **Current assets**

Receivables and other assets are stated at their nominal amounts. Receivables denominated in a foreign currency are measured at the exchange rate at the date of transaction or the closing rate as of the reporting date, if lower. An allowance for doubtful accounts is recognized to account for identifiable risks.

### **Provisions/liabilities**

Provisions are recognized to reflect all identified risks and impending losses in accordance with legal regulations. Liabilities are recorded at their repayment amounts taking into account the principle of prudence.

### **Foreign currency translation**

The reporting currency is the Euro. Receivables denominated in currencies other than the Euro are translated at the lower of the transaction rate or buying rate at the reporting date. Liabilities denominated in currencies other than the Euro are translated at the higher of the transaction rate or selling rate at the reporting date.

The financial statements of the foreign subsidiaries in foreign currencies are translated in the course of consolidation using the modified closing rate method as follows:

- Assets and liabilities at the closing rate
- Equity at the rate at the date of the transaction

Financial statements of hyperinflationary economies are adjusted for any inflationary effects by translating fixed assets at the rate of the date of the transaction before they are included in consolidation. In 2018, fixed assets of Mehr Rad Energy Arvand, Iran, were translated at prior year's closing rate.

#### **IV. Notes to the statement of financial position**

##### **Fixed assets**

Details on individual fixed asset categories and their development during the reporting period are presented in the consolidated fixed assets schedule (Attachment I).

Obligations under rent and lease agreements related to the use of fixed assets not recognized in the consolidated statement of financial position amount to EUR 386,615.26 (prior year: EUR 387k) for the following year and for the following five years to EUR 1,933,076.30 (prior year: EUR 1.933k).

The value of land amounts to EUR 692,529.90 (prior year: EUR 1,276k).

Loans to affiliated companies relate entirely to subsidiaries not yet operating and not included in the consolidated financial statements of PV-Invest Magyarország Kft.

##### **Inventories**

Unbilled services mainly relate to the construction of photovoltaic plants for a Hungarian company amounting to EUR 548,008.94.

Notes to the Consolidated Financial Statements for the year ended 31 December 2018 (translated)

### Receivables and other assets

The maturities of receivables and other assets are presented in the table below:

	Year	Carrying amount	Maturity < 1 year	Maturity 1-5 years	Maturity > 5 years
Trade receivables	2018	1,139,753.51	1,139,753.51	0.00	0.00
	2017	1,778,323.30	1,778,323.30	0.00	0.00
Receivables from affiliated companies	2018	91,033.13	91,033.13	0.00	0.00
	2017	119,717,60	119,717,60	0.00	0.00
Receivables from associated companies	2018	453.444,63	138.444,63	315.000,00	0.00
	2017	861,411.56	468,411.56	393,000.00	0.00
Other receivables	2018	1.805.280,05	1.467.026,97	231.753,08	106.500,00
	2017	3,218,202.42	2,879,949.34	231,753,08	106,500,00
<b>Result</b>	<b>2018</b>	<b>3.489.511,32</b>	<b>2.758.258,24</b>	<b>624.753,08</b>	<b>106.500,00</b>
	<b>2017</b>	<b>5,977,654.88</b>	<b>5,246,401.80</b>	<b>624.753.08</b>	<b>106,500.00</b>

Receivables from affiliated and associated companies comprise trade receivables amounting to EUR 138.444,63 (prior year: EUR 25k) as well as loans amounting to EUR 315,000.00 (prior year: EUR 836k).

### Prepaid expenses

Prepaid expenses amounting to EUR 1,507,276.74 (prior year EUR 1,716k) mainly relate to prepaid rent and lease expenses for Italian power plants, which are expensed over the term of the contracts.

### Deferred taxes

Deferred tax assets mainly relate to tax loss carry-forwards and interest expense treated as prepaid for tax purposes. Deferred tax liabilities mainly relate to temporary differences between the carrying amounts of the PV-plants and their tax bases.



## **Equity**

The changes in equity are presented in the consolidated statement of changes in equity.

## **Share capital**

Share capital amounts to EUR 35,000.00 (prior year: EUR 35k).

## **Provisions**

Provisions for income tax include deferred tax liabilities amounting to EUR 669,957.74 (prior year: EUR 595k).

Other provisions mainly include a provision for interest expense related to the issuance of bonds amounting to EUR 222,343.27 (prior year: EUR 217k), a provision for legal, consulting and audit fees of EUR 70,000.00 (prior year: EUR 70k) and a provision for restoration amounting to EUR 45,000.00 (prior year: EUR 36k) and provisions for invoices not yet received.

## **Deferred income**

Deferred income mainly relates to premiums related to the issuance of bonds which are amortized over the term of the bonds. The amount of EUR 205k reported in deferred revenue in 2017 was reclassified to other provisions in 2018.

Notes to the Consolidated Financial Statements for the year ended 31 December 2018 (translated)

**Liabilities**

	Year	Carrying amount	Maturity < 1 year	Maturity 1-5 years	Maturity > 5 years
Subordinated liabilities	2018	2,400,000.00	0.00	2,400,000.00	0.00
	2017	2,000,000.00	0.00	2,000,000.00	0.00
Bonds	2018	14,622,000.00	900.000.00	1,650.000.00	12,072,000.00
	2017	10,913,000.00	0.00	2,550.000.00	8,363,000.00
Bank loans and overdrafts	2018	28,148,679.92	4.952.866.54	13,671.696.84	9,524,116.54
	2017	33,127,278.54	7.150.872.11	13,701,540.59	12,274,865.84
Trade payables	2018	1,617,059.45	1.617.059.45	0.00	0.00
	2017	2,240,553.34	2.240.553.34	0.00	0.00
Liabilities to affiliated companies (not consolidated)	2018	0.00	0.00	0.00	0.00
	2017	41,972.43	41,972.43	0.00	0.00
Liabilities to associated companies	2018	343,974.03	343.974.03	0.00	0.00
	2017	251,721.57	251,721.57	0.00	0.00
Other liabilities	2018	20,465,793.47	20.465.793.47	0.00	0.00
	2017	14,865,680.11	14,865,680.11	0.00	0.00
<b>Total</b>	<b>2018</b>	<b>67,597,506.87</b>	<b>28.279.693.49</b>	<b>17,721,696.84</b>	<b>21,596,116.54</b>
	<b>2017</b>	<b>63,440,205.99</b>	<b>24,550,799.56</b>	<b>18,251,540.59</b>	<b>20,637,865.84</b>

Receivables from power purchase agreements and bank deposits serve as collateral.

Other liabilities include liabilities of EUR 17,723,400.00 (prior year: EUR 11,946k) of Moja Elektrarna d.o.o.. This amount relates to small loans from individual persons.

**Contingent liabilities**

Contingent liabilities amounting to EUR 15,372.00 (prior year: EUR 15k) relate to a guarantee for the bank loan of an associated company.

## V. Notes to the consolidated statement of profit or loss

### Sales

By country in EUR

	2018	2017
Austria	4,331,304.13	1,880,299.38
Italy	2,450,416.79	2,481,760.38
Slovenia/Macedonia	3,306,149.29	3,632,890.50
France	104,723.00	86,796.00
Bulgaria	1,650,450.19	1,666,325.80
,H	0.00	251.35
Iran	127,146.34	92,324.69
Deutschland	296,423.10	304,595.81
	<b>12,266,612.84</b>	<b>10,145,243.91</b>

As a result of the extension of the scope of consolidated entities, and especially as a result of increased revenue from the sale of project assets, net sales increased in 2018 by 20.91% compared to 2017.

### Other operating income

Other operating income mainly includes foreign exchange gains amounting to EUR 201,871.84 (prior year: EUR 0k), income from bonuses related to prior years of EUR 239,872.24 (prior year: charging of prior year's project development cost of EUR 270k) and income from the purchase of receivables due from affiliates at a discount of EUR 227,359.00 (prior year: EUR 196k).

### Income from the disposal of financial assets

Income from the disposal of financial assets includes income of EUR 225,027.96 from the sale of two Slovenian 100% subsidiaries to Moja Elektrarna d.o.o., a subsidiary in which 51% are held. The item Non-controlling interest reported in equity was increased by the same amount.

### **Employees**

As of December 31, 2018, the group has employees in the following countries:

Austria:	6.5 employees (prior year: 4)
Bulgaria:	2 employees (prior year: 2)
Slovenia:	1 employee (prior year: 1)
Macedonia:	6 employees (prior year: 6)
Iran:	1 employees (prior year: 3)
Hungary:	1.5 employees (prior year: 0)
Total:	18 employees (prior year: 16)

The disclosures in accordance with section 266 par. 7 UGB were omitted, since management consists of only two members.

### **Amortization, depreciation/reversals**

This item relates to amortization of intangible assets and goodwill, as well as depreciation of property, plant and equipment. The Company recognized a revaluation, net of impairment loss amounting to EUR 1,461.08 (prior year: EUR 49 k) under the equity method, which is recorded in the item "Income from investments in associated companies" in the consolidated statement of profit or loss.

**Other operating expenses** include expenses for the external auditor amounting to EUR 55,000.00 (prior year: EUR 55k).

## **VI. Additional disclosures**

### **Derivative financial instruments**

For the purpose of hedging its exposure to the interest risk, PV - Invest Apulien 2 GmbH concluded two interest swaps:

- 1.) Beginning date: 2 January 2012, end date: 4 April 2023, due between 2012 and 2023, amount as of the reporting date: EUR 1,250,000.00 (prior year: EUR 1,500k) and
- 2.) Beginning date 1 June 2012, end date: 1 Dec 2023, due between 2012 and 2023, amount as of the reporting date: EUR 2,612,500.00 (prior year: EUR 3,088k)

Measurement of these interest swaps resulted in

- 1.) a liability of EUR 95.480,89 (prior year EUR 128k) incl. interest and
- 2.) a liability of EUR 178,251.41 (prior year: EUR 233k) incl. interest for the second swap due from PV - Invest Apulien 2 GmbH.

Due to the hedging relationship, the Company did not recognize a provision.

For the purpose of hedging its exposure to the interest risk, the fully consolidated entity PV-Invest WE (formerly Mein Kraftwerk PV GmbH) concluded an interest swap (beginning date: July 1, 2014, end date: July 1, 2019, due between 2014 and 2019, amount: EUR 885,109.00 (prior year: EUR 1,027k). Measurement of this swap resulted in a liability of EUR 14,768.19 (prior year: EUR 37k) (incl. interest) due from PV-Invest WE (formerly Mein Kraftwerk PV GmbH).

Due to the hedging relationship, the Company did not recognize a provision.

For the purpose of hedging its exposure to the risk of increasing interest rates, Lequile SRL has concluded a long-term interest option in the form of a cap.

### **Significant events after the reporting date**

After the reporting date, the Company acquired the remaining 40% interest in Montana Energia s.r.l..

Additionally, construction of a small hydro-electric power plant with a project volume of EUR 4.5 million was commenced, which is planned to commence operations in 2020.

In Hungary the first photovoltaic plants were placed into operation and in Bosnia, the Group implemented its first photovoltaic plant project in addition to the already existing small hydro-electric power plants.

In Slovenia, the photovoltaic plant Komin which was acquired shortly before the end of the year, was largely destroyed due to a fire of the subjacent factory. The PV plant is fully insured and therefore, we do not expect any economic loss.

In Iran, we received the formal note granting us a Foreign Investment License under the Foreign Investment Promotion and Protection Act (FIPPA) in 2019. As such, conversion of the local currency Rial into Euro and charging interest on as well a repayment of our shareholder loan despite the foreign currency regime is permitted for us. Additionally, OekB provided a guarantee to cover the political risk.

### **Management**

During the financial year, Mag. Günter Grabner, born 13 November 1959, and Mag. Gerhard Rabensteiner, born 10 March 1961, were **Managing Directors of PV - Invest GmbH**.

Klagenfurt am Wörthersee, 6 September 2019

PV - Invest GmbH

Mag. Günter Grabner  
Managing Director

Mag. Gerhard Rabensteiner  
Managing Director

(translated)

## Fixed Assets Schedule for the year 2018

	Cost 1 Jan 2018	Currency translation effect	Additions	Reclassi- fication	Disposals	Change in scope of consolidated entities	Cost 31 Dec 2018	Depreciation/ amortization/ (accumulated) 1 Jan 2018	Currency translation effect	Depreciation/ amortization 2018	Disposals	Change in scope of consolidated entities	Depreciation/ amortization/ (accumulated) 31 Dec 2018	Changes due to consolidation	Carrying amounts As of 31 Dec 2018	Stand am 31 Dec 2017
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
<b>A. Fixed assets</b>																
<b>I. Intangible assets</b>																
1. Concessions, industrial property rights and similar rights as well as licences derived therefrom	152,992	0	36,599	0	0	-320	189,271	96,935	0	8,998	0	-609	105,325	0	83,946	56,057
2. Goodwill	6,186,429	0	76,840	0	0	992,292	7,255,561	555,318	0	393,975	0	8,500	957,793	0	6,297,767	5,631,111
	<b>6,339,421</b>	<b>0</b>	<b>113,439</b>	<b>0</b>	<b>0</b>	<b>991,972</b>	<b>7,444,832</b>	<b>652,253</b>	<b>0</b>	<b>402,974</b>	<b>0</b>	<b>7,891</b>	<b>1,063,118</b>	<b>0</b>	<b>6,381,712</b>	<b>5,687,168</b>
<b>II. Property, plant and equipment</b>																
1. Land, similar rights and buildings including buildings on non-owned land	2,150,936	426	0	0	0	-555,427	1,595,935	433,309	237	61,866	0	0	495,412	0	1,100,523	1,717,627
2. Technical plants and machinery							0									
a) Italy	19,563,061	0	24,918	0	0	0	19,587,979	4,789,280	0	768,054	0	0	5,557,334	0	14,030,646	14,773,782
b) Slovenia	21,693,775	142	1,274,442	0	11,731	2,065,894	25,022,522	4,996,811	0	889,356	1,173	0	5,884,995	0	19,137,527	16,696,964
c) Bulgaria	13,608,644	0	6,263	0	0	0	13,614,907	3,134,658	-769	539,020	0	0	3,672,909	0	9,941,998	10,473,986
d) other	4,335,968	0	23,491	221,677	0	462,852	5,043,988	373,487	0	190,050	0	0	563,537	0	4,480,451	3,962,481
3. Other plants, furniture and fixtures	134,572	0	138,297	0	21,615	775	252,029	90,315	0	44,245	21,615	0	112,945	0	139,084	44,257
4. Prepayments and assets under constructions	865,214	0	1,938,762	-221,677	0	0	2,582,299	1,336	0	0	0	0	1,336	0	2,580,963	863,878
	<b>62,352,170</b>	<b>568</b>	<b>3,406,173</b>	<b>0</b>	<b>33,346</b>	<b>1,974,094</b>	<b>67,699,659</b>	<b>13,819,196</b>	<b>-532</b>	<b>2,492,591</b>	<b>22,788</b>	<b>0</b>	<b>16,288,467</b>	<b>0</b>	<b>51,411,192</b>	<b>48,532,974</b>
<b>III. Financial assets</b>																
1. Investments																
a) in affiliated companies	88,836	-1,604	209,389	0	35,000	71,985	333,607	0	0	0	0	0	0	0	333,607	88,836
b) in associated companies	28,585	0	17,500	0	22,763	0	23,322	1,322	0	0	0	0	1,322	153,244 <sup>1)</sup>	175,244	156,016
2. Loans to affiliated companies (not consolidated)	0	0	864,039	0	0	0	864,039	0	0	0	0	0	0	0	864,039	0
3. Securities	24,500	0	0	0	0	0	24,500	0	0	10,500	0	0	10,500	0	14,000	24,500
	<b>141,921</b>	<b>-1,604</b>	<b>1,090,928</b>	<b>0</b>	<b>57,763</b>	<b>71,985</b>	<b>1,245,467</b>	<b>1,322</b>	<b>0</b>	<b>10,500</b>	<b>0</b>	<b>0</b>	<b>11,822</b>	<b>153,244</b>	<b>1,386,889</b>	<b>269,352</b>
	<b>68,833,512</b>	<b>-1,036</b>	<b>4,610,541</b>	<b>0</b>	<b>91,109</b>	<b>3,038,051</b>	<b>76,389,959</b>	<b>14,472,771</b>	<b>-532</b>	<b>2,906,065</b>	<b>22,788</b>	<b>7,891</b>	<b>17,363,407</b>	<b>153,244</b>	<b>59,179,792</b>	<b>54,489,494</b>

1) thereof revaluation EUR 1,461; thereof disposals EUR -8,450

## **Group Management Report for the Fiscal Year 2018**

### **1. Business development and economic position of the Group**

PV - Invest Group is an energy producing group generating revenue from the sale of energy produced mainly by its photovoltaic power plants and also from EPC business (development of new PV-projects) with its subsidiary KPV Solar.

As of the end of 2018, PV - Invest operates photovoltaic plants in nine European countries (Germany Italy, France, Slovenia, Bulgaria, northern Macedonia, Iran, Bosnia-Herzegovina and Hungary) and has invested approx. EUR 70 million in photovoltaic plants and small hydroelectric power plants .

PV - Invest finances the acquisition of new photovoltaic plants by issuing bonds in combination with bank and lease financing transactions or acquires the photovoltaic plants together with other investors or by citizen participation.

All photovoltaic plants produce power volumes within the planned range. This solid basis represents an incentive and motivation to push new photovoltaic projects. Moreover, with its first investments into small hydroelectric power plants, the Group has developed a new business segment and as such, extended its competence in the production of power from renewable energy sources.

By establishing subsidiaries in our core markets, we have positioned ourselves as premium partner for our customers in the power industry. In most of the foreign subsidiaries, our local managers hold non-controlling interests in the respective company.

### **Business development**

In 2018, the group's performance was generally in line with our expectations. The merger with KPV Solar group was completed, accounting was insourced as a result of increased business volume. By selling our investment in the Spanish subsidiary with a profit, we were able to slightly reduce the complexity in our geographic structure.



Group Management Report for the year 2018

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In 2018, Slovenia represents our core market for the first time. The public participation model is well received by the Slovenian public. The group uses the proceeds from the public participation to acquire existing PV-plants.

The law “spalma incentive”, which became effective in 2015 has now been applicable for four years. For most of our plants, we opted for option “B”. In 2019 will be the last year with reduced feed-in tariffs before the tariffs, reduced for the past five years, will be continuously increased beginning 2020 to compensate for the five-year reduction over the next ten years. This will lead to significant increases in sales.

In France, we expanded an existing roof mounted PV-plant; income is in line with planning.

In Germany, we continue to be represented with one PV-plant. An extraordinary damage caused by snow at the beginning of 2019 requires renovation of the plant (covered by insurance).

End of 2016, we acquired a first PV-plant with attractive feed-in tariffs in northern Macedonia, which operates as planned and delivers planned positive earnings. End of 2018, the Group acquired project rights for the construction of a small hydroelectric plant.

At the end of 2018, PV – Invest issued another two bonds. As in the prior year, this bond could be offered to the broad public with a nominal value of EUR 1,000.00. The bond is traded at the third market in the corporates prime sector; the requirements for bond issuers under the Austrian Stock Exchange Act do not apply to our bonds since they are traded as MTF (multilateral trading facility).

Cash flows generated in each of our markets allow for repayment of external debt in line with the respective repayment schedules.

Only minor expenditures for technical renewal or repair of the plants for maintaining and improving our high quality, safety and environmental standards were incurred due to the high quality execution of construction work.

### **Branch offices**

The Group does not operate any branch offices. A detailed list of subsidiaries can be found in the notes to the consolidated financial statements.

### **Significant events during the financial year**

In May of 2018, the US announced the reintroduction of sanctions against Iran, which became effective in November 2018. Although renewable energy is not covered by the sanctions, they are not explicitly excluded. Therefore, monetary transactions with Iran are impeded or largely have come to a stop altogether. Future development must be monitored in this respect. Technical performance of our Iranian plant remains good. Our equity financed investment costs are insured with OeKB Oesterreichische Kontrollbank (Austria's Export Credit Agency) against political risk.

In 2018, we finished construction of our first hydroelectric power plant in Bosnia-Herzegovina, Republica Srpska and commenced construction of two additional hydroelectric power plants.

In Hungary we commenced construction of a first PV plant in 2018, for which beginning of operations is planned in 2019.

Group Management Report for the year 2018

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**Financial performance indicators**

	Unit	2018	2017	2016
Fully consolidated entities				
domestic	number	6	7	5
foreign	number	28	29	19
Associated entities	number	4	5	6
Net sales	€k	12,267	10,415	6,862
Operating performance	€k	13,893	10,949	7,891
Cost of materials and services	€k	5,145	2,131	1,462
Net loss/income after tax	€k	-156	7	317
Fixed assets	€k	59,180	54,521	42,341
Fixed assets to total assets ratio	%	82.0	79.4	83.1
Total assets	€k	72,165	68,661	50,939
Equity	€k	3,173	3,847	4,003
Equity to total assets ratio	%	4.4	5.6	7.9

Net income in 2018 was affected by reduced solar insolation and therefore decreased power production in the entire southern European region. Current production figures show that 2019 is a normal year.

**Environmental and personnel matters**

Each placement into operation provides the public with power from a renewable energy source. In an increasing number of countries – depending on local energy costs and insolation – and due to the increasing number of PV-plants and the resulting decrease in construction costs, grid parity (i.e. equal cost for solar power and power from conventional energy sources) has been reached; therefore, energy consumers will also benefit from our investments in the medium and long term.

The Group complies with all environmental regulations and requirements in all countries in which we operate.

PV-Invest had 18 (prior year: 16) employees in the financial year 2018.

## **2. Outlook and risks**

### **Outlook**

All project companies of the Group were fully operating. Since 2013, cash flows have been used for the scheduled repayment of bank loans for existing plants. For these plants, this will result in reduced interest expense and increased results in future years. As a result of the issue of our bonds and the additional funds from our public participation project, interest expense is increasing again. The additional funds, however, are used for constructing or acquiring further PV-plants, which in turn leads to increased revenue and profit.

The cash position allows fast realization of interesting business opportunities and sustained earnings.

The future development could be exposed to risks resulting from subsidized feed-in tariffs not granted and from potential changes in taxation of planned profits. The risk due resulting from business shut-downs is largely excluded due to real-time monitoring of all plants as well as an effective operations management concept. A potential reduction in hours of sunshine however, is regarded as a long-term risk with low probability of occurrence.

Another risk could result from delayed completion of projects under construction leading to delayed income.

Extending business operations through development of new markets is a permanent part of the Group's strategy. Following the market entrance into Hungary, market entry into Serbia is being prepared in 2019.

### **Significant risks and uncertainties**

Due to the fact that feed-in tariffs for the amount of solar energy produced are guaranteed for a total of 15 (Slovenia) to 20 (Italy, Germany or France) years, the Group's sales are not exposed to any significant risks. However, as the development in Italy or Bulgaria has shown, intervention into the tariff system could lead to extended tariff and repayment (of loans) periods.

Group Management Report for the year 2018

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Production especially depends on the number of hours of sunshine, as these may vary over the years due to weather conditions. Planning is based on cautiously estimated average values.

With the start of our small hydroelectric plants, risks arising from rain intensity in the respective areas of our plants, arise. We expect higher volatility of sales from the hydroelectric plants compared to our PV plants.

Due to fixed interest rates for bonds and swap agreements for long-term bank loans, interest risk can be planned and projected. Any changes in the international interest policies would have no significant effects on the group.

We covered the political risk related to the construction of the PV plant in Iran by an Austrian government guarantee. However, due to the unilateral reintroduction of the Iran sanctions by the US, we are facing new challenges regarding payment transactions with Iran. By issuing the Foreign Investment License in 08/2019, the Iranian government permitted us to convert Rail into Euro and as such, provided us with significant support in repaying the invested capital.

In the two non-EU countries, Macedonia and Bosnia-Herzegovina, we could obtain only partial cover of the political risk for our investments. These investments are partially subject to potential political risk.

### **3. Financial instruments, risks and strategies**

The Group used interest rate swaps and options to hedge and mitigate interest risks resulting from bank loan financing.

With the annual issue of fixed interest rates bonds, the share of fixed interest rate financing remains high compared with the intra-group variable interest rate financing despite annual reduction of fixed interest rate bank loans.

#### **4. Research and development**

Photovoltaic plants are acquired subject to due-diligence procedures designed to eliminate any legal, business and technical risks. The photovoltaic plants are based on a mature and state-of-the-art technology. Therefore, PV-Invest is not engaged in research and development activities. These activities are performed by its business partners.

Klagenfurt am Wörthersee, 6 September 2019

PV - Invest GmbH  
Management

Mag. Günter Grabner

Mag. Gerhard Rabensteiner

# 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.