



**Vorarlberger Landes- und Hypothekenbank
Aktiengesellschaft,
Bregenz**

Independent Assurance Report in
connection with the planned issuance
of a senior unsecured Green Bond
and the corresponding pool of loans
("Green Pool")

11 September 2017

KPMG Austria GmbH
Wirtschaftsprüfungs- und Steuerberatungsgesellschaft
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Table of Contents

| | Page |
|---|----------|
| Independent Assurance Report in connection with the planned issuance of a senior unsecured Green Bond and the corresponding pool of loans ("Green Pool") | 3 |

Annexes

| | Annex |
|--|-------|
| Internal guideline "Green Bond Framework" of Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft as of 22 August 2017 | I |
| Conditions of Contract | II |

To the potential investors of the Green Bond

Independent Assurance Report in connection with the planned issuance of a senior unsecured Green Bond and the corresponding pool of loans ("Green Pool")

We have performed an independent assurance engagement in connection with the planned issuance of a senior unsecured Green Bond and the corresponding pool of loans ("Green Pool") of

**Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft,
Bregenz,**
("the Company").

Management's Responsibility

The Company's management is responsible for the proper preparation of the pool of loans ("Green Pool") for the planned issuance of a senior unsecured Green Bond in accordance with the criteria in section 3.1.2 of the internal guideline "Green Bond Framework" of Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft as of 22 August 2017, which is in line with the Green Bond Principles of the International Capital Market Association (ICMA)¹. This responsibility also includes an appropriate documentation and implementing internal control.

Auditors' Responsibility

Our responsibility is to state whether, based on our procedures performed on the pool of loans ("Green Pool") for the planned issuance of a senior unsecured Green Bond, anything has come to our attention that causes us to believe that the pool of loans ("Green Pool") for the planned issuance of a senior unsecured Green Bond is not in accordance with the criteria in section 3.1.2 of the internal guideline "Green Bond Framework" of Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft as of 22 August 2017 in all material respects.

We performed the independent assurance engagement mainly at the Company's premises in Bregenz intermittently between the end of August and September 2017. The independent assurance engagement was substantially completed at the date of this report. **Engagement partner** of the engagement is Mr. Bernhard Mechtler, Wirtschaftsprüfer (Austrian Chartered Accountant).

¹ The verification of the internal guideline with the Green Bond Principles of the International Capital Market Association was not subject to our engagement.

Our engagement was conducted in conformity with Austrian Standards for independent assurance engagements (KFS/PG 13) and in accordance with the International Standard on Assurance Engagements (ISAE 3000) applicable to such engagements. These standards require us to comply with our professional requirements including independence requirements, and to plan and perform the engagement to enable us to express a conclusion with limited assurance, taking into account materiality.

An independent assurance engagement with the purpose of expressing a conclusion with limited assurance ("limited assurance engagement") is substantially less in scope than an independent assurance engagement with the purpose of expressing a conclusion with reasonable assurance ("reasonable assurance engagement"), thus providing reduced assurance.

The procedures selected depend on the auditor's judgement and included the following procedures in particular:

- We interviewed the relevant staff responsible for the "Green Pool" management and reporting.
- We reviewed the application of the criteria according to section 3.1.2 of the internal guideline "Green Bond Framework" of Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft as of 22 August 2017 in the compilation of loans to the "Green Pool" as of 30 June 2017.
- We evaluated the design and implementation of the processes and controls regarding the loans for the "Green Pool" as of 30 June 2017.
- We performed analytical procedures on the "Green Pool"-loans as of 30 June 2017 to determine whether the portfolio is in line with the criteria according to section 3.1.2 of the internal guideline "Green Bond Framework" of Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft as of 22 August 2017.
- We obtained a complete list of the "Green Pool"-loans as of 30 June 2017, which are subject to the planned EUR 300 million senior unsecured Green Bond, and reconciled the total amount (Wincredit) to the amount recorded in the general ledger (Arctis) as of 30 June 2017.
- Furthermore, based on sampling, we:
 - Obtained the loan agreement.
 - For corporate and retail loans we reviewed the payment of the amounts and the balance as of 30 June 2017 by inspecting payment documentation.
 - For retail loans we inspected the IT loan system "Arctis Kredit" to verify the internal remark of the sustainability-add-on of the heating energy demand.
 - For corporate loans we inspected the IT loan system "Arctis Kredit" to verify the internal remark of the sustainability-add-on of the primary energy demand.

The scope of our engagement did not include:

- Recalculation of the heating and primary energy demands shown in the systems Arctis and Wincredit.

The procedures that we performed do not constitute an audit or a review. Our engagement did not focus on revealing and clarifying of illegal acts (such as fraud), nor did it focus on assessing the efficiency of management.

Conclusion

Based on the procedures performed, nothing has come to our attention that causes us to believe that the pool of loans ("Green Pool") for the planned issuance of a senior unsecured Green Bond is not in accordance with the criteria in section 3.1.2 of the internal guideline "Green Bond Framework" of Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft as of 30 June 2017 in all material respects.

Additional recommendations

Without qualifying the results of our independent assurance engagement stated above, we make the following recommendations for the improvement of the pool of loans ("Green Pool"):

- Supplementing the LEK² limit for commercial customers/institutions in the sustainability-add-on in the general ledger
- Implementing a periodic balance reconciliation between general and sub-ledger and a written documentation of possible deviations

Restriction on use

This engagement is to assist you in verifying that the pool of loans ("Green Pool") for the planned issuance of a senior unsecured Green Bond comply with the criteria in section 3.1.2 of the internal guideline "Green Bond Framework" of Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft as of 22 August 2017. Our assurance report may only be distributed to potential investors of the unsecured Green Bond and is exclusively subject to the condition that our liability towards you and every other receiver of our report to which the report is distributed with our consent is limited in accordance with the "General Conditions of Contract for the Public Accounting Professions". The distribution of parts of this report (eg as an annex to a report) is prohibited.

Because our report will be prepared solely on behalf of and for the benefit of the principal, its contents may not be relied upon by any other third party, and consequently, we shall not be liable for any other third party claims. Therefore this report or parts of it may not be made available to any other third party without our explicit consent.

² Indicator of the thermal quality of the building shell, taking the building's geothermal energy into account.



*Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft, Bregenz
Independent Assurance Report in connection with the planned issuance of a senior
unsecured Green Bond and the corresponding pool of loans ("Green Pool")*

General Conditions of Contract

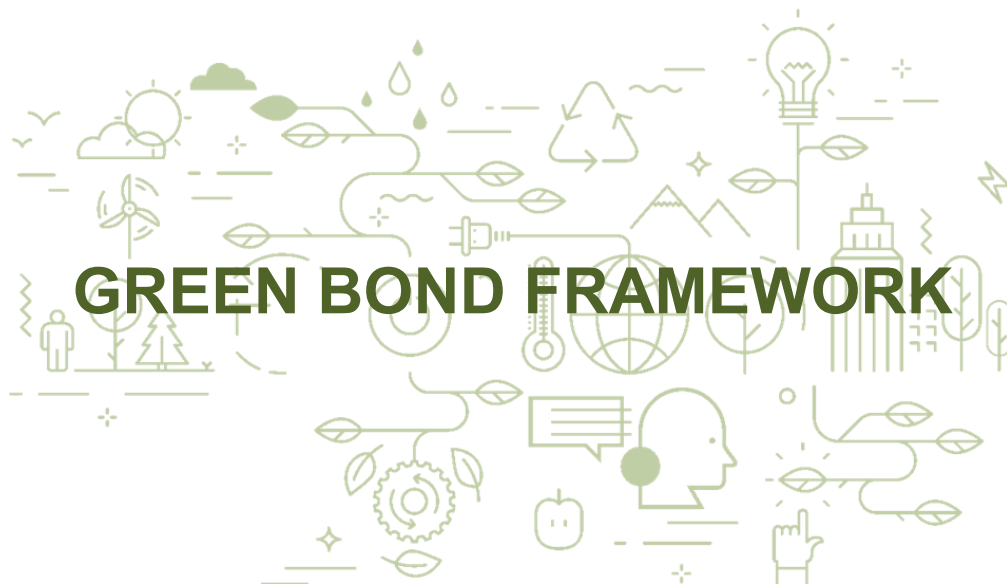
Our responsibility and liability towards the Company and any third party is subject to paragraph 8 of the General Conditions of Contract for the Public Accounting Professions.

Vienna, 11 September 2017

KPMG Austria GmbH
Wirtschaftsprüfungs- und Steuerberatungsgesellschaft



Mag. Bernhard Mechtler
Wirtschaftsprüfer
(Austrian Chartered Accountant)



INHALT

| | |
|---|----|
| 1. Einführung | 3 |
| 2. Green Bond der HypoV | 4 |
| 3. Green Bond Framework der HypoV | 5 |
| 3.1 Mittelverwendung | 6 |
| 3.1.1 Ausgeschlossene Sektoren | 6 |
| 3.1.2 Auswählbare Sektoren und Auswahlkriterien | 7 |
| 3.2 Investitionsentscheidungsprozess | 10 |
| 3.3 Management der Mittel | 11 |
| 3.4 Reporting | 12 |
| 3.5 Externer Bericht | 13 |
| 3.5.1 Second Party Opinion | 13 |
| 3.5.2 Third Party Assurance | 13 |
| 3.5.3 Corporate ESG Rating | 13 |

1. Einführung

Die Hypo Landesbank Vorarlberg (kurz: HypoV) hat sich zum Ziel gesetzt, verstärkt den wirtschaftlichen Erfolg ihrer Geschäftstätigkeit mit der ökologischen Verträglichkeit und den sozialen Aspekten in Einklang zu bringen. Werte, welche die Unternehmenskultur prägen, sind unter anderem verantwortungsbewusstes Wirtschaften, höchste Qualität der Produkte und Dienstleistungen, konsequente Orientierung an den Kundenbedürfnissen und ein achtsamer Umgang mit Mitarbeitern und Ressourcen sowie gesellschaftliches Engagement. Es ist uns zudem ein wichtiges Anliegen, durch die Finanzierung von energieeffizienten Vorhaben das Projekt „**Energieautonomie 2050**“ des Landes Vorarlberg zu unterstützen und weiter zu fördern.

Die HypoV will über das betriebswirtschaftlich notwendige Maß hinaus Verantwortung für die Umwelt und das gesellschaftliche Umfeld übernehmen. Um sicher zu stellen, dass die angebotenen Finanzdienstleistungen keine ungewollten Auswirkungen auf Menschen oder die Umwelt darstellen, wurden vom Nachhaltigkeitsteam der Bank **Ethikleitlinien** sowie **Positiv- und Negativkriterien** im Finanzierungs- sowie Veranlagungsbereich entwickelt und in die Geschäftsprozesse aufgenommen. Die Bank ist zudem bestrebt, insbesondere die regionale Wirtschaft in ihren Einzugsgebieten zu fördern und zukunftsorientiert zu erhalten. Dabei spielen Umweltschutz und ökologische Nachhaltigkeit für Kunden und Mitarbeiter eine immer größere Rolle. Im Sinne dieser Zielsetzung sind wir bestrebt grüne, nachhaltige Projekte zu finanzieren und zu fördern. Seit vielen Jahren legt das Unternehmen außerdem großen Wert auf Maßnahmen zur Reduzierung von eigenen produzierten Umweltbelastungen, beispielsweise durch die energetische Optimierung von Gebäuden sowie die Reduktion von sonstigem unnötigem Ressourcenverbrauch. So setzt die HypoV in der Zentrale in Bregenz sowie in Dornbirn durch den Einsatz von Photovoltaikanlagen bereits selber auf erneuerbare Energien.

Die Erwärmung des Weltklimas ist wissenschaftlich unbestritten und viele dieser seit den 1950er-Jahren beobachteten Veränderungen sind seit Jahrzehnten bis -tausenden nie so schnell und in diesem Ausmaß aufgetreten. Die Atmosphäre und der Ozean erwärmen sich, die Schnee- und Eismengen sind zurückgegangen, der Meeresspiegel ist angestiegen und die Konzentration der Treibhausgase hat zugenommen. Um diese drastischen Folgen zumindest zu reduzieren und einen ersten Schritt in die richtige Richtung zu machen, haben zehn namhafte Unternehmen der Vorarlberger Wirtschaft die Initiative „**Klimaneutralitätsbündnis 2025**“¹ ins Leben gerufen, bei der sie versuchen, bis 2025 Klimaneutralität zu erreichen. Als Gründungsmitglied freut sich die HypoV über mittlerweile mehr als 90 Unternehmen, die nun das gleiche Ziel anstreben. Alle Teilnehmer verpflichten sich zur Reduktion des CO₂-Ausstoßes beizutragen. Die HypoV hat es sich zum Ziel gesetzt, jährlich eine Reduktion an unternehmenseigenen CO₂-Emissionen in Höhe von mindestens 1% im Vergleich zum Vorjahreswert zu erzielen. Bei Nichterreichen des Klimaneutralitätsziels wird der Rest durch den Ankauf von ausgewählten Klimazertifikaten kompensiert.

¹ Quelle: <http://www.klimaneutralitaetsbueundnis2025.com/> (Abfrage: 2017-04-25)

Das nach der aktuellsten Version der „**Green Bond Principles**“ (**Version 2017**) aufgebaute „Green Bond Framework“ der HypoV soll im Sinne der oben erwähnten Initiative und der damit einhergehenden Minimierung der Folgen des Klimawandels sowie der Erreichung des 2-Grad-Celsius-Ziels den Investoren die Möglichkeit eröffnen, ihr Geld verantwortungsbewusst und klimaeffizient einzusetzen. Zudem soll es unseren Kunden erleichtert werden, klimaneutrale Gebäude auf- bzw. auszubauen. Dieses „**Green Bond Framework**“ ist speziell als Plattform für die erste „Green Bond“-Emission der HypoV mit einem Volumen von EUR 300 Mio. aber auch für zukünftige Green Bonds ausgelegt. Sobald weitere Projektkategorien für zukünftige Green Bonds aufgenommen werden, wird eine neue Version des Green Bond Frameworks auf unserer Website veröffentlicht.

2. Green Bond der HypoV

Ein „Green Bond“ ist eine Anleihe jeglichen Ranges, definiert in den Emissionsbedingungen – emittiert durch die HypoV – wobei sich die HypoV verpflichtet, eine Summe gleich der Höhe der Emissionserlöse für Projekte zu verwenden, die als geeignet eingestuft werden. Im Falle einer „senior unsecured“-Anleihe tragen die Investoren kein direktes Kreditrisiko der finanzierten Kreditforderungen und stehen „pari-passu“ mit bestehenden „senior unsecured“-Investoren.

Die Erweiterung unseres Anleihenspektrums durch Green Bonds unterstützt unser Ziel der Steigerung der Nachhaltigkeit unserer Geschäftstätigkeit. Ein Green Bond bietet zudem die optimale Möglichkeit nachhaltige Aspekte des Geschäfts mit gezielter Investorennachfrage zu verbinden.

In diesem „Green Bond Framework“ wird die Vorgehensweise von der Mittelverwendung bis zum externen Bericht genau beschrieben. So wird durch die Bank sichergestellt, dass ein wohl definierter und nachvollziehbarer Prozessablauf in Bezug auf die gesamte Anleihelaufzeit eingehalten wird.

3. Green Bond Framework der HypoV

Dieses Green Bond Framework folgt dem Aufbau der Green Bond Principles veröffentlicht von der „International Capital Market Association“ (ICMA) liegt. Die Green Bond Principles² sind freiwillige Prozessrichtlinien, welche Transparenz und Offenlegung empfehlen und Integrität in der Entwicklung dieses stark wachsenden Marktes fördern.

Nachfolgend ist in Kurzform der empfohlene Ablauf für die Gewährleistung der Transparenz angeführt:

1. **Mittelverwendung** (Use of Proceeds)
2. **Investitionsentscheidungsprozess** (Process for Evaluation and Selection)
3. **Management der Mittel** (Management of Proceeds)
4. **Impact Reporting** (Reporting)
5. **Externer Bericht** (External review)

² Quelle: <https://www.icmagroup.org/assets/documents/Regulatory/Green-Bonds/GreenBondsBrochure-JUNE2017.pdf> (Abfrage: 2017-06-02)

3.1 Mittelverwendung

Das Herzstück eines jeden Green Bonds ist die Festlegung der Mittelverwendung. Eine Summe in Höhe des Emissionserlöses eines jeden Green Bonds der HypoV wird für die **Finanzierung und/oder Refinanzierung von geeigneten Kreditforderungen, Investitionen und/oder Projekten in Kategorien** mit eindeutigem Nachhaltigkeitseffekt, der durch die nachfolgenden Kriterien beschrieben wird, verwendet.

Das aktuelle Rahmenwerk inkludiert Projekte, Kreditforderungen und Investitionen in folgenden Bereichen:

Energieeffizienz in neuen und renovierten Gebäuden

Grüne Gebäude, welche die regionalen, nationalen oder internationalen Standards erfüllen und/oder Zertifikate vorweisen

Jede außerhalb dieses Green Bond Frameworks einordenbare Finanzierung wird auf keinen Fall mit dem Emissionserlös eines Green Bonds finanziert bzw. refinanziert. Alle für den ersten Green Bond der HypoV auswählbaren Kredite befinden sich in Vorarlberg.

Jeder neuen Hypothekarforderung werden ihre **exakten Energiekennzahlen** auf Basis des Energieausweises (Heizwärmebedarf, Primärenergiebedarf, Endenergiebedarf, Gesamtenergie-Faktor, Kohlendioxidemissionen) zugewiesen, sodass jederzeit die Einhaltung der Auswahlkriterien nachgewiesen werden kann. Bestehende Finanzierungen werden automatisch mit durch das Energieinstitut berechneten Werten vervollständigt. Forderungen für energieeffiziente Gebäude, die laut unseren Auswahlkriterien auf Basis des Energieausweises als nachhaltig gelten, werden in unserem neu entwickelten Green Bond-Managementsystem gekennzeichnet und dort in ein Register eingetragen.

Dieser Kriterienkatalog wird im Rahmen des Ausbaus des Nachhaltigkeitsbereichs erweitert und unter anderem durch soziale Aspekte ergänzt. Jegliche Änderungen, die für zukünftige Transaktionen relevant sind, werden in einem Update Report des HypoV Green Bond Frameworks niedergeschrieben und auf der Website veröffentlicht.

3.1.1 Ausgeschlossene Sektoren

In Bezug auf die durch den Green Bond refinanzierten oder finanzierten Kreditforderungen wird von der HypoV gewährleistet, dass diese **keinen Bezug zu moralisch und ethisch nicht vertretbaren Branchen** haben. Dies sind unter anderem Pornografie, Prostitution, Drogenhandel und Waffenproduktion. Auch die Aufnahme von Krediten, die in irgendeiner Weise in Verbindung mit Kinderarbeit gebracht werden könnten, in den Green Pool wird von der HypoV vermieden. Zudem hält sie sich strikt an die „Europäische Menschenrechtskonvention“ sowie die „Allgemeine Erklärung der Menschenrechte der Vereinten Nationen“.

3.1.2 Auswählbare Sektoren und Auswahlkriterien

Geeignete „**energieeffiziente Gebäude**“ werden in Hypothekarforderungen oder Investitionen in neue oder bestehende Gebäude unterteilt, welche die Voraussetzungen von energieeffizienten Gebäuden erfüllen:

Erfüllung der Vorarlberger Bautechnikverordnung für Energieeinsparung und Wärmeschutz **und** Erhalt der Wohnbauförderung

Erfüllung der Vorarlberger Bautechnikverordnung für Energieeinsparung und Wärmeschutz **ohne** Erhalt der Wohnbauförderung

Die Mindestanforderungen an die energetische Qualität von Gebäuden werden in Österreich durch die Richtlinie 6 des Österreichischen Instituts für Bautechnik (OIB) definiert. Rechtsgültig werden sie jedoch erst durch die Übernahme in die Bautechnikverordnungen der Bundesländer (BTV). Die hier angeführten Grenzwerte beziehen sich daher auf die **jeweils geltenden Gesetzesfassungen**³ und sind bereits wesentlich besser als die von der OIB-Richtlinie vorgeschiedenen Werte.

Als **Referenzwerte** zur Berechnung der CO₂-Einsparung werden die **Grenzwerte der OIB-Richtlinie** herangezogen (OIB-Richtlinie 6 für Energieeinsparung und Wärmeschutz 2007, 2011, 2015). Diese werden mit den Grenzwerten der Vorarlberger Bautechnikverordnung verglichen.

Die Wohnbauförderung ist ein zinssubventionierter Kredit zur Errichtung von Wohnraum (Neubau, Umbau oder Zubau), dessen Höhe sich aus einer Basisförderung je m² förderbarer Wohnnutzfläche bestimmt und durch Zuschläge erhöht werden kann. Um eine Förderung zu erhalten, müssen strengere energetische Grenzwerte eingehalten werden, die von jedem Bundesland Österreichs selbst festgelegt werden müssen und vom Land Vorarlberg besonders ambitioniert angesetzt wurden. Die Wohnbauförderung wird vom Land Vorarlberg ausbezahlt.

³ Vorarlberger Landesgesetzblatt 83. Verordnung/2007, 84. Verordnung/2012; Wohnbauförderungsrichtlinien 2009/2010, Neubauförderungsrichtlinie 2011, 2012, 2013, Neubauförderungsrichtlinie für den privaten Wohnbau 2014/2015, 2016/2017

Nachfolgende Tabelle zeigt die Grenzwerte der auswählbaren Kreditforderungen, welche im Green Bond Portfolio enthalten sein können:

| Auswählbarer Sektor | Grenzwerte |
|-------------------------------|--|
| Energieeffizienz bei Gebäuden | <p><u>Privatkunden:</u></p> <ul style="list-style-type: none"> • Gebäude mit Wohnbauförderung <ul style="list-style-type: none"> ○ Grenzwert HWB⁴ 2010: 45 kWh/m²a ○ Grenzwert HWB 2011: 45 kWh/m²a ○ Grenzwert HWB 2012: 36,49 kWh/m²a ○ Grenzwert HWB 2013: 36,49 kWh/m²a ○ Grenzwert HWB 2014: 44,2 kWh/m²a (Bonus bei 36) ○ Grenzwert HWB 2015: 44,2 kWh/m²a (Bonus bei 36) ○ Grenzwert HWB 2016: 44,2 kWh/m²a (Bonus bei 36) ○ Grenzwert HWB 2017: 44,2 kWh/m²a (Bonus bei 36) • Gebäude ohne Wohnbauförderung <ul style="list-style-type: none"> ○ Grenzwert HWB 2010: 50 kWh/m²a ○ Grenzwert HWB 2011: 50 kWh/m²a ○ Grenzwert HWB 2012: 50 kWh/m²a ○ Grenzwert HWB 2013: 47,6 kWh/m²a⁵ ○ Grenzwert HWB 2014: 47,6 kWh/m²a⁵ ○ Grenzwert HWB 2015: 47,6 kWh/m²a⁵ ○ Grenzwert HWB 2016: 50 kWh/m²a⁶ ○ Grenzwert HWB 2017: 50 kWh/m²a⁶ <p><u>Kommerzkunden/Institutionen:</u></p> <ul style="list-style-type: none"> • Gebäude ab 2010 <ul style="list-style-type: none"> ○ Grenzwert HWB bis 2010: 20 kWh/m²a ○ Grenzwert HWB bis 2012: 17 kWh/m²a ○ Grenzwert LEK⁷ ab 2013: 25 oder Grenzwert PEB ab 2015: 230 kWh/m²a |

⁴ Der Heizwärmebedarf (HWB) beschreibt jene Wärmemenge, die in einem Raum bereitgestellt werden muss, um diesen auf einer normativ geforderten Raumtemperatur (bei Wohngebäuden 20°C) halten zu können.

⁵ Gesetzlich muss der HWB unterhalb folgender mit der charakteristischen Länge berechneten Kurve liegen: $14,00 \times (1 + 3 / l_c)$. Bei gleichbleibender (Jahre 2010-2012) charakteristischen Länge (l_c) würde sich ein HWB von 47,6 kWh/m²a ergeben.

⁶ Gesetzlich muss der HWB unterhalb folgender mit der charakteristischen Länge berechneten Kurve liegen: $17,47 \times (1 + 2,328 / l_c)$. Bei gleichbleibender (Jahre 2010-2012) charakteristischen Länge (l_c) würde sich ein HWB von 50 kWh/m²a ergeben.

⁷ Kennwert für die thermische Qualität der Gebäudehülle unter Bedachtnahme auf die Geothermie des Gebäudes

Die HypoV versucht bereits zum Emissionszeitpunkt 100% der Emissionserlöse in die Refinanzierung von energieeffizienten Gebäuden mit Baujahr zw. 2010 und 2017 zu investieren. Sollte dies nicht möglich sein, wird die Bank versuchen, den verbleibenden Anteil innerhalb der nächsten beiden Jahre zum Zweck der Finanzierung von neuen, energieeffizienten Gebäuden zu verwenden. Generell hat sich die HypoV zum Ziel gesetzt, während der gesamten Emissionslaufzeit **mindestens 15%** des refinanzierten Emissionserlöses **durch Neugeschäft** zu ersetzen.

3.2 Investitionsentscheidungsprozess

Durch die Darstellung des Auswahlprozesses soll Investoren und Interessierten Transparenz in Hinblick auf den Selektionsprozess bis zur Mittelverwendung gewährleistet werden:

Auf halbjährlicher Basis wird zur Gewährleistung der Transparenz dem „**Nachhaltigkeitskomitee**“ – bestehend aus der Nachhaltigkeitsbeauftragten, zwei Treasury-Mitgliedern, einem Mitglied aus dem Kreditmanagement, einem Mitglied aus der Compliance-Abteilung sowie dem für Nachhaltigkeit zuständigen Vorstand – ein Bericht vorgelegt. Dieser Bericht inkludiert die Verteilung der nachhaltigen Kredite zu den Green Bonds sowie die Volumensentwicklung bei der Kreditvergabe zum Zweck des Baus, Kaufs oder der Sanierung von grünen, nachhaltigen Gebäuden. Es ist Aufgabe des „Nachhaltigkeitskomitees“ zu entscheiden, ob und welche neuen Finanzierungen in unseren Green Pool aufgenommen werden und zu prüfen, ob diese auch wirklich den Auswahlkriterien (Kapitel 3.1.) entsprechen.

Es wird nicht ausgeschlossen, dass sich die durch den Emissionserlös refinanzierten oder finanzierten Gebäude auch als Sicherheiten in unserem Deckungsstock (für Pfand- und Kommunalbriefe) befinden. Allerdings gewährleistet die HypoV, dass hinter jedem Kredit nur ein Mittelverwendungszweck steht. Emissionszweck von Pfand- und Kommunalbriefen ist die allgemeine Unternehmensfinanzierung.

3.3 Management der Mittel

Nach der Emission wird der Emissionserlös für die Refinanzierung der Forderungen in unserem Green Pool verwendet. Die Hypo Vorarlberg hat für die Emissionen von Green Bonds ein Green Bond Management System entwickelt. Forderungen, die sich in diesem Green Bond Management System befinden, werden dem Emissionserlös gegenüber gestellt. Aufgrund des neuen Systems wird es möglich sein, alle geeigneten Kreditforderungen sowie damit verbundenen Erfordernisse (Energiekennzahlen) jederzeit abzurufen.

Während der gesamten Laufzeit versucht die HypoV, ein Volumen gleich der Emissionsgröße der ausgegebenen Green Bonds in auswählbare, nachhaltige Finanzierungen investiert zu haben und weiterhin energieeffiziente Wohnbauten und Gewerbeimmobilien zu finanzieren und zu fördern.

Sollte es wider Erwarten nicht verteilte Erlöse geben, werden diese in den ersten zwei Jahren in andere Green Bonds investiert, welche mit den Green Bond Principles von ICMA konform sind und eine positive Second Party Opinion einer anerkannten Nachhaltigkeitsratingagentur vorlegen können. So schnell wie möglich werden die Green Bonds durch neue, nachhaltige Finanzierungen ersetzt.

3.4 Reporting

Die HypoV wird jährlich einen Bericht zur Entwicklung der Emissionserlöse des Green Bonds bereitstellen. Folgend sind die Punkte aufgelistet, die jedes Reporting unbedingt enthalten wird:

- **Ausstehendes Volumen:**
 - Aggregiertes Volumen in jedem Investitionsbereich inkl. prozentueller Angabe des Einsatzes für Refinanzierung bzw. Finanzierung von Neugeschäften

- **Impact Reporting:**
 - Detaillierte Beschreibung der Energiekennzahlen (Kohlendioxidemissionen, Heizwärmebedarf sowie Primärenergiebedarf bei Energieeffizienz)
 - Vermiedene CO₂-Emissionen der finanzierten Projekte im Vergleich zu den jeweiligen Baujahren in Österreich, kalkuliert vom Energieinstitut Vorarlberg

Der ausführliche Jahresbericht zur Entwicklung des Einsatzes der Mittel wird auf unserer Website öffentlich zur Verfügung gestellt. Das erste Impact Reporting zur ersten Green Bond Emission vom Energieinstitut Vorarlberg, einer unabhängigen Vereinigung, ist ausführlich nur in deutscher Sprache verfügbar, eine Zusammenfassung wird allerdings auch in englischer Sprache zur Verfügung gestellt.

3.5 Externer Bericht

3.5.1 Second Party Opinion

Die HypoV hat sich für „oekom research“ als Second Party Opinion-Anbieter entschieden. Das renommierte Unternehmen „oekom research“ ist als eine der weltweit führenden Agenturen bekannt, auf dem Markt erfahren und wird als sehr qualifiziert eingestuft. Ein Report dieser Nachhaltigkeitsratingagentur dient der Gewährleistung der Transparenz durch Verifizierung und Bestätigung des zusätzlichen Nachhaltigkeitswertes des Green Bonds sowie der Übereinstimmung mit diesem Green Bond Framework. Zudem enthält der Report von „oekom research“ eine nachhaltige Bewertung der Hypo Vorarlberg. Diese Einschätzung wird in Kapitel 3.5.3. weiter ausgeführt. Die Second Party Opinion wird auf unserer Website veröffentlicht.

3.5.2 Third Party Assurance

Zeitnah wird die HypoV ein qualifiziertes externes Institut mandatieren, das begrenzt überprüfen soll, ob die für den Green Bond verwendeten Forderungen wirklich vorhanden sowie die Nachhaltigkeits- bzw. Energiekennzahlen im System erfasst sind. Das Ergebnis dieser unabhängigen externen Überprüfung wird auf unserer Website veröffentlicht.

3.5.3 Corporate ESG Rating

Die HypoV wird im Corporate Rating von oekom research mit der Gesamtnote C bewertet und führt somit den Prime-Status. Als Stärken wurden unter anderem das weite Angebot an nachhaltigen Anlageprodukten und -dienstleistungen, die getroffenen Maßnahmen zur Sicherstellung verantwortungsvoller Verkaufs- und Marketingmethoden, die Maßnahmen bzgl. verantwortungsvollem Umgang mit Kunden, die Schwierigkeiten bei der Kreditrückzahlung haben, sowie die Maßnahmen für den garantierten Zugang zu Finanzdienstleistungen ohne Diskriminierung ausgewiesen. Ein Kurzbericht wird auf unserer Website öffentlich zur Verfügung gestellt.



General Conditions of Contract for the Public Accounting Professions (AAB 2011)

Laid down by the Working Group for Fees and Conditions of Contract of the Chamber of Public Accountants and Tax Advisors, recommended for use by the Board of the Chamber of Public Accountants and Tax Advisors in its decision of March 8, 2000, and revised by the Working Group for Fees and Conditions of Contract on May 23, 2002, on October 21, 2004, on December 18, 2006, on August 31, 2007, on February 26, 2008, on June 30, 2009, on March 22, 2010, as well as on February 21, 2011

Preamble and General Points

(1) The General Conditions of Contract for the professions in the field of public accounting are divided into four sections: Section I deals with contracts for services, excluding contracts concerning bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions; Section II deals with contracts for rendering services in the field of bookkeeping, payroll accounting and administration and assessment of taxes and contributions; Section III covers contracts not regarded as contracts for the rendering of services, while Section IV is devoted to consumer business covered by the Austrian Consumer Act.

(2) In the event that individual provisions of these General Conditions of Contract are void, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that is as close as possible to the desired objective.

(3) The person entitled to exercise profession in the field of public accounting shall be obliged to render the services negotiated in accordance with the principles of due professional care and conduct. He/she shall have the right to engage suitable staff for the execution of the contract. This shall apply to all sections of The General Conditions of Contract.

(4) Finally, foreign law shall only be taken into account by the person entitled to exercise the profession, if this has been explicitly agreed upon in writing. This shall apply to all sections of the General Conditions of Contract.

(5) The work prepared in the offices of the person entitled to exercise the profession may, at the discretion of the person entitled to exercise the profession, be carried out with or without using electronic data processing. In case electronic data processing is used, the client – not the person entitled to exercise the profession – is obliged to effect the registrations or notifications required under the relevant provisions of the Data Protection Act.

(6) The client undertakes not to employ staff of the person entitled to exercise the profession 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 person entitled to exercise the profession the amount of the annual salary of the employee taken over.

SECTION I

1. Scope

(1) The General Conditions of Contract in Section I shall apply to contracts concerning (statutory and voluntary) audits with or without auditor's certificate, expert opinions, court expert opinions, preparation of annual financial statements and other financial statements, tax consultancy and other services to be rendered within the framework of a contract for the rendering of services, excluding bookkeeping, payroll accounting and the administration and assessment of payroll-related taxes and contributions.

(2) The General Conditions of Contract shall apply, if their use has been explicitly or tacitly agreed upon. Furthermore, in the absence of another agreement, they shall be used for reference to facilitate interpretation.

(3) Point 8 shall also apply to third parties whose services, in certain cases, may be enlisted by the contractor for the execution of the contract.
2. Scope and Execution of Contract

(1) Reference shall be made to Items 3 and 4 of the Preamble.

(2) Should the legal situation change subsequent to delivering a final professional statement passed on by the client orally or in writing, the person entitled to exercise the profession 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.

(3) An application submitted by the person entitled to exercise the profession to an authority (e.g. tax office, social security institution) by electronic means, shall be regarded as neither signed by the person entitled to exercise the profession nor by the person authorized to submit such an application.

3. 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 in good time and without special request at the disposal of the person entitled to exercise the profession 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 person entitled to exercise the profession has commenced his/her work.

(2) 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. This statement may be made on the forms specifically designed for this purpose.

(3) If the client fails to disclose considerable risks in connection with the preparation of annual financial statements and other statements, the contractor shall not be obliged to render any compensation in this respect.

4. Maintenance of Independence

(1) The client shall be obliged to take all measures to make sure that the independence of the employees of the person entitled to exercise the profession be maintained and shall 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 consents that their personal details, meaning their name and the type and scope of the services, including the performance period, agreed between the professional practitioner and the client (both audit and non-audit services), shall be handled within the information network (network), to which the professional practitioner belongs, and for this purpose transferred to the other members of the information network (network) including abroad (a list of all recipients of communications shall be sent to the client at their request by the commissioned professional practitioner) for the purpose of examination of the existence of grounds of bias or grounds for exclusion within the meaning of Sections 271 et seq. of the Company Code (UGB). For this purpose the client expressly releases the professional practitioner in accordance with the Data Protection Act and in accordance with Section 91 Subsection 4 Clause 2 of the Auditing, Tax Advising and Related Professions Act (WTBG) from their obligation to maintain secrecy. Moreover, the client acknowledges in this regard that in states which are not EU members a lower level of data protection than in the EU may prevail. The client can revoke this consent at any time in writing to the professional practitioner.

5. Reporting Requirements

- (1) 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) All information and opinions of the person entitled to exercise the profession and his employees shall only be binding provided they are set down or confirmed in writing. Written opinions shall only be those on which there is a company signature. Written opinions shall in no circumstances be information sent electronically, specifically not via e-mail.
- (3) Transmission errors cannot be excluded when information and data is transmitted electronically. The person entitled to exercise the profession and his employees shall not be liable for losses which arise as a result of electronic transmission. Electronic transmission shall be exclusively at the client's risk. The client is aware that confidentiality is not guaranteed when the Internet is used. Furthermore, amendments or supplements to documents transmitted shall only be permissible subject to explicit approval.
- (4) Receipt and forwarding of information to the person entitled to exercise the profession and his employees are not always guaranteed when the telephone is used, in particular in conjunction with automatic telephone answering systems, fax, e-mail and other electronic means of communication. As a result, instructions and important information shall only be deemed to have been received by the person entitled to exercise the profession provided they are also received in writing, unless explicit confirmation of receipt is provided in individual instances. Automatic confirmation that items have been transmitted and read shall not as such constitute 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 person entitled to exercise the profession by post or courier. Delivery of documents to employees outside the firm's offices shall not count as delivery.
- (5) The client agrees to being sent recurrent general tax law and general commercial law information by the person entitled to exercise the profession via electronic means. This shall not apply to unsolicited information in accordance with § 107 of the Austrian Telecommunications Act (TKG).

6. Protection of Intellectual Property of the Person Entitled to Exercise the Profession

- (1) The client shall be obliged to ensure that reports, expert opinions, organizational plans, drafts, drawings, calculations and the like, issued by the person entitled to exercise the profession, be used only for the purpose specified in the contract (e.g. pursuant to Section 44 Para. 3 Austrian Income Tax Act 1988). Furthermore, professional statements passed on by the client orally or in writing made by the person entitled to exercise the profession may be passed on to a third party for use only with the written consent of the person entitled to exercise the profession.
- (2) The use of professional statements passed on by the client orally or in writing made by the person entitled to exercise the profession for promotional purposes shall not be permitted; a violation of this provision shall give the person entitled to exercise the profession the right to terminate without notice to the client all contracts not yet executed.
- (3) The person entitled to exercise the profession shall retain the copyright on his/her work. Permission to use the work shall be subject to the written consent by the person entitled to exercise the profession.

7. Correction of Errors

- (1) The person entitled to exercise the profession shall have the right and shall be obliged to correct all errors and inaccuracies in his/her professional statement passed on by the client 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 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 person entitled to exercise the profession and/or – in cases where a written statement has not been delivered – six months after the person entitled to exercise the profession 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 Point 8.

8. Liability

- (1) The person entitled to exercise the profession shall only be liable for violating intentionally or by gross negligence the contractual duties and obligations entered into.
- (2) In cases of gross negligence, the maximum liability for damages due from the appointed person entitled to exercise the profession is tenfold the minimum insurance sum of the professional liability insurance according to Section 11 of the Act on Professions in the Field of Public Accounting (WTBG) in the currently valid version.
- (3) 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 not 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.
- (4) Should Section 275 of the Austrian Business Enterprise Code (Commercial Code, UGB) be mandatorily applicable, the liability provisions pursuant to Section 275 shall apply where these represent mandatory law, even in cases where several persons have participated in the execution of the contract or where several activities requiring compensation have taken place, irrespective of whether other participants have acted with intent.
- (5) In cases where a formal audit certificate is issued, the applicable limitation period shall commence at the latest at the time of issue of said audit certificate.
- (6) If activities are carried out by enlisting the services of a third party, e.g. a data-processing company, and the client is informed thereof, any warranty claims and claims for damages which arise against the third party according to law and in accordance with the conditions of the third party, shall be deemed as having been passed on to the client. The person entitled to exercise the profession shall only be liable for fault in choosing the third party.
- (7) The person entitled to exercise the profession shall not be liable to a third party, if his/her professional statements are passed on by the client orally or in writing without the approval or knowledge of the person entitled to exercise the profession.
- (8) The above provisions shall apply not only vis-à-vis the client but also vis-à-vis third parties, if the person entitled to exercise the profession, in exceptional cases, should be liable for his/her work. 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 been wronged; the claims of the aggrieved parties shall be satisfied in the order in which the claims have been raised.

9. Secrecy, Data Protection

- (1) According to Section 91 WTBG the person entitled to exercise the profession shall be obliged to maintain secrecy in all matters that become known to him/her in connection with his 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) The person entitled to exercise the profession 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.
- (3) The person entitled to exercise the profession is authorized to process personal data entrusted to him/her within the framework of the purpose of the contract or to have them processed by a third party according to Point 8 Item 5. The person entitled to exercise the profession shall guarantee that according to Section 15 of the Data Protection Act secrecy be maintained. According to Section 11 of the Data Protection Act the material made available to the person entitled to exercise the profession (data carrier, data, control numbers, analyses and programs) as well as all results obtained as a result of the work provided shall be returned to the client, unless the client has requested in writing that the material and/or results be transferred to a third party. The person entitled to exercise the profession shall be obliged to take measures to ensure that the client can meet his/her obligation to provide information according to Section 26 of the Data Protection Act. The client's instructions required for this purpose shall be given in writing to the person entitled to exercise the profession. Unless a fee has been negotiated for providing such information, the client shall be charged only the actual efforts undertaken. The client shall meet his/her obligation to provide information to those concerned and/or to register in the data processing register, unless the contrary has been explicitly agreed in writing.

10. Termination

- (1) 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 Point 12.
- (2) However, a continuing agreement (even with a flat fee) – always to be presumed in case of doubt – may, without good reason (cf. Section 88 Item 4 WTBG), only be terminated at the end of the calendar month by observing a period of notice of three months, unless otherwise agreed in writing.
- (3) Except for cases listed in Item 5, in case of termination of a continuing agreement only those tasks shall be part of the list of jobs to be completed and finished that can be completed fully or to the largest part within the period of notice, with financial statements and annual income tax returns being deemed to be subject to successful completion within two months calculated from the balance sheet date. In this case the above-mentioned jobs actually have to be completed within a reasonable period of time, if all documents and records required are provided without delay and if no good reason within the meaning of Section 88 Paragraph 4 WTBG is cited.
- (4) In case of a termination according to Item 2 the client shall be informed in writing within one month which assignments at the time of termination are considered to be part of the work to be completed.
- (5) If the client is not informed within this period about the assignments still to be carried out, the continuing agreement shall be deemed terminated upon completion of the tasks under way at the date when the notice of termination is served.
- (6) Should it happen that in case of a continuing agreement as defined under Items 2 and 3 – for whatever reason – more than two similar jobs which are usually completed only once a year (e.g. financial statements or annual tax returns etc.) are to be completed, any such jobs 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 4.

11. Default in Acceptance and Failure to Cooperate on the part of the Client

If the client defaults on acceptance of the services rendered by the person entitled to exercise the profession or fails to carry out a task incumbent on him/her either according to Point 3 or imposed on him/her in another way, the person entitled to exercise the profession shall have the right to terminate the contract without prior notice. His/her fees shall be calculated according to Point 12. Default in acceptance or failure to cooperate on the part of the client shall also justify a claim for compensation made by the person entitled to exercise the profession for the extra time and labor hereby expended as well as for the damage caused, if the person entitled to exercise the profession does not invoke his/her right to terminate the contract.

12. Entitlement to Fee

- (1) If the contract fails to be executed (e.g. due to termination), the person entitled to exercise the profession shall be entitled to the negotiated fee, provided he/she was prepared to render the services and was prevented from so doing by circumstances caused by the client (Section 1168 of the Civil Code (ABGB)); in this case the person entitled to exercise the profession need not deduct the amount he/she obtained or could have obtained through alternative use of his/her own professional services or those of his/her employees.
- (2) If the client fails to cooperate and the assignment cannot be carried out because of lack of cooperation, person entitled to exercise the profession 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 cancelled and the consequences indicated in Item 1) shall apply.
- (3) If the person entitled to exercise the profession terminates the contract without good reason and at an inopportune moment, he/she shall compensate the client for the damage caused according to Point 8.
- (4) If the client – having been made aware of the legal situation – agrees that the person entitled to exercise the profession duly completes the task, the work shall be completed accordingly.

13. Fee

- (1) Unless the parties agreed that the services would be rendered free of charge or unless explicitly stipulated otherwise, an appropriate remuneration in accordance with Sections 1004 and 1152 of the Austrian Civil Code (ABGB) is due. Unless a different agreement has demonstrably been reached, payments by the client shall in all cases be credited against

the oldest debt. The claim for remuneration by the person entitled to exercise the profession is based upon an agreement concluded between him/her and the principal involved.

- (2) Proper understanding between the person entitled to exercise the profession and their principals is most effectively achieved by clearly expressed remuneration agreements.
- (3) The smallest service unit which may be charged is a quarter of an hour.
- (4) Travel time to the extent required is also charged in most cases.
- (5) Study of documents which, in terms of their nature and extent, may prove necessary for preparation of the person entitled to exercise the profession in his/her own office may also be charged as a special item
- (6) Should a remuneration already agreed upon prove inadequate as a result of the subsequent occurrence of special circumstances or special requirements of the principal, additional negotiations for the agreement of a more suitable remuneration are usual. This also usually applies where inadequate fixed sum remunerations are concerned.
- (7) Persons entitled to exercise the profession also include charges for supplementary costs and value-added (turnover) tax in addition to the above.
- (8) Supplementary costs also include documented or flatrate cash expenses, travelling expenses (first class for train journeys, sleeping car (wagon lits) if necessary, dietary requirements, mileage allowance, photocopy costs and similar supplementary costs.
- (9) Should particular third party liabilities be involved, the necessary insurance premiums also count as supplementary costs.
- (10) Personnel and material expenses for the preparation of reports, expertises and similar documents are also viewed as supplementary costs.
- (11) For the execution of a commission wherein mutual conclusion involves several persons entitled to exercise the profession, each of the latter will charge his/her own remuneration.

(12) Remunerations and advance payments required are due immediately after receipt of their written claim should no other agreements exist. Where payments of remuneration 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 of 8% above the base rate is agreed upon (Cf. Section 352 of the Austrian Business Enterprise Code (Commercial Code, UGB)).

(13) Time limitation is in accordance with Section 1486 of the Austrian Civil Code (ABGB), starting at the time of conclusion of the service involved or a later rendering of accounts after an appropriate time-limit.

(14) An objection may be raised in writing against bills presented by the appointed trustee up to 4 weeks after the date of presentation. Otherwise the bill is considered as accepted. Filing of a bill in the accounting system of the recipient is also considered as acceptance.

(15) Application of § 934 ABGB (Austrian Civil Code) within the meaning of § 351 Austrian Business Enterprise Code (Commercial Code, UGB), i.e. rescission for *laesio enormis* (lesion beyond moiety) among entrepreneurs, is hereby renounced.

14. Other Provisions

(1) In addition to the reasonable rate or fee charged, the person entitled to exercise the profession shall have the right to claim reimbursement of expenses. He/she can ask for advance payments and can make delivery of the results of his/her (continued) work dependent on satisfactory fulfillment of his/her demands. In this context reference shall be made to the legal right of retention (Section 471 of the Civil Code (ABGB), Section 369 of the Austrian Business Enterprise Code (Commercial Code, UGB)). If the right of retention is wrongfully exercised, the person entitled to exercise the profession shall be liable only in case of gross negligence up to the outstanding amount of his/her fee. As regards standing orders, the provision of further services may be denied until payment of previous services has been effected. This shall analogously apply if services are rendered in installments and fee installments are outstanding.

(2) After all the data to be archived, which has been prepared by the public accountant and tax advisor, has been delivered to the client or to the succeeding public accountant and tax advisor, the person entitled to exercise the profession shall be entitled to delete the data in question.

(3) With the exception of obvious essential errors, a complaint concerning the work of the person entitled to exercise the profession shall not justify the retention of remuneration owed in accordance with Item 1.

(4) Offsetting the remuneration claims made by the person entitled to exercise the profession in accordance with Item 1 shall only be permitted, if the demands are uncontested and legally valid.

(5) At the request and expense of the client, the person entitled to exercise the profession 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 person entitled to exercise the profession and his/her client, to original documents in his/her possession or to documents which have to be kept in accordance with the directive on money laundering. The person entitled to exercise the profession may make or retain copies or duplicates of the documents to be returned to the client. The client shall be obliged to bear these expenses in so far as these copies or duplicates may be required as a proof of the orderly execution of all professional duties by the person entitled to exercise the profession.

(6) In the event of termination of the contract, the contractor shall be entitled to charge an appropriate fee for further queries after termination of the contract and for granting access to the relevant information about the audited company.

(7) The client shall fetch the documents handed over to the person entitled to exercise the profession within three months after the work has been completed. If the client fails to do so, the person entitled to exercise the profession shall have the right to return them to the client at the cost of the client or to charge safe custody charges, if the person entitled to exercise the profession can prove that he/she has asked the client twice to pick up the documents handed over.

(8) The person entitled to exercise the profession 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 resources at his/her disposal even if these funds are explicitly intended for safe keeping, if the client had to reckon with a counterclaim of the person entitled to exercise the profession.

(9) To safeguard an existing or future fee payable, the person entitled to exercise the profession 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 about the transfer. Subsequently, the amount secured may be collected either after agreement has been reached with the client or after enforceability by execution has been declared.

15. Applicable Law, Place of Performance, Jurisdiction

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

(2) The place of performance shall be the place of business of the person entitled to exercise the profession.

(3) In case of disputes, the court of the place of performance shall be the competent court.

16. Supplementary Provisions for Audits

(1) For statutory audits of financial statements which are carried out in order to issue a formal audit certificate (e.g. Section 268 and the following sections of the Company Code), the purpose of the contract, unless otherwise agreed to in writing, shall not be to investigate whether regulations concerning tax laws or specific regulations, e.g. price fixing, restriction of competition and foreign exchange regulations have been adhered to. Neither shall the purpose of the statutory audit of financial statements be to investigate whether the business is run in an economical, efficient and expedient manner. Within the framework of a statutory audit of a financial statement there shall be no obligation to detect the falsification of accounts or other irregularities.

(2) When a qualified or unqualified audit certificate is issued within the scope of a statutory audit of the annual financial statement, the audit certificate issued shall be appropriate for the respective type of business organization.

(3) If financial statements are published together with the audit certificate, they shall only be published in the form confirmed or explicitly permitted by the auditor.

(4) If the auditor revokes his/her audit certificate, the further use thereof shall no longer be permitted. If the financial statements have been published with the audit certificate, the revocation thereof shall also be published.

(5) For other statutory and voluntary audits of financial statements as well as for other audits, the above principles shall apply accordingly.

17. Supplementary Provisions concerning the Preparation of Annual Financial Statements and Other Financial Statements, Consultation and Other Services to be Provided within the Framework of a Contract for the Rendering of Services

(1) The person entitled to exercise the profession, when performing the aforementioned activities, shall be justified in accepting information provided by the client, in particular figures, as correct. However, he/she is obliged to inform the client of any errors identified by him/her. The client shall present the person entitled to exercise the profession with all important documents required for keeping deadlines, in particular tax assessment notices, in good time so as to ensure that the person entitled to exercise the profession has a reasonable amount of time, but not less than one week, to process the information.

(2) In the absence of written agreements to the contrary, 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 prepared by the contractor.
- 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 person entitled to exercise the profession 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) Particular matters pertaining to income tax, corporate tax and ratable value tax return as well as all matters relating to value-added tax, withholding tax on salaries and wages and other taxes and duties shall only be prepared on the basis of a specific contract. This shall also apply to

- a) processing non-recurring matters pertaining to tax, e.g. inheritance tax, capital transfer tax, land transfer tax,
- b) the defense and consultation in penal procedures relating to the taxes mentioned,
- c) providing consultation and expert opinions in matters pertaining to the foundation, restructuring, merger, capital increase and decrease, and reorganization of a company, entry and retirement of a shareholder or partner, sale of a business, winding up, management consultancy and other activities according to Sections 3 to 5 of the Act on Professions in the Field of Public Accounting (WTBG).
- d) the preparation of applications to the Register of Companies in connection with annual financial statements, including the keeping of records required.

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

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

SECTION II 18. Scope

The General Conditions of Contract in Section II shall apply to contracts for the rendering of services in the field of bookkeeping, payroll accounting and the administration and assessment of payroll-related taxes and contributions.

19. Scope and Execution of Contract

- (1) Reference shall be made to Items 3 and 4 of the Preamble.
- (2) The person entitled to exercise the profession shall be justified in regarding information and documents presented to him/her by the client, in particular figures, as correct and complete and in using them as a basis for accounting. The person entitled to exercise the profession shall not be obliged to identify errors, unless he/she has been specifically instructed to do so in writing. However, if errors are identified, he/she shall inform the client thereof.
- (3) If a flat fee has been negotiated for the activities mentioned in Point 18, 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.
- (4) Particular individual services in connection with the services mentioned in Point 18, 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 and shall be treated according to Section I or Section III of the General Conditions of Contract.
- (5) Any application submitted to authorities (e.g. tax office, social insurance institution) electronically, shall be regarded as neither signed by the person entitled to exercise the profession nor by the person authorized to transmit the application.

20. Client's Duty to Cooperate

The client shall make sure that all information and documents required for bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions be placed at the disposal of the person entitled to exercise the profession on an agreed date without his/her specific request.

21. Termination

- (1) Unless otherwise agreed to in writing, either contractual partner may terminate the contract at the end of each month with three months' notice without giving a particular reason.
- (2) If the client repeatedly fails to fulfill his/her duties according to Point 20, the person entitled to exercise the profession shall have the right to terminate the contract immediately without prior notice.
- (3) If the person entitled to exercise the profession delays in rendering services due to reasons for which he/she is solely responsible, the client shall have the right to terminate the contract immediately without prior notice.
- (4) In case of a termination of the contractual relationship only those assignments shall be considered part of the contract which the contractor is already working on or major parts of which can be completed within the period of notice and which are notified to the client within one month.

22. Fee and Entitlement to Fee

- (1) Unless otherwise agreed to in writing, the fee shall be considered agreed upon for one year at a time.
- (2) If the contract is terminated pursuant to Point 21 Item 2 the person entitled to exercise the profession shall have the right to the full fee negotiated for three months. This shall also apply if the client fails to observe the period of notice.
- (3) If the contract is terminated pursuant to Point 21 Item 3, the person entitled to exercise the profession shall only have the right to the fee corresponding to the services rendered up to this point, provided they are of value to the client.
- (4) If a flat fee has not been negotiated, the fee shall be calculated pursuant to Item 2 according to the monthly average of the current year of contract until termination.
- (5) Unless the parties agreed that the services would be rendered free of charge or unless explicitly stipulated otherwise, an appropriate remuneration in accordance with Sections 1004 and 1152 of the Austrian Civil Code (ABGB) is due. Unless a different agreement has demonstrably been reached, payments by the client shall in all cases be credited against the oldest debt. The claim for remuneration by the person entitled to exercise the profession is based upon an agreement concluded between him/her and the principal involved. Furthermore, the basics standardized under section 13 apply.

(6) Application of § 934 ABGB (Austrian Civil Code) within the meaning of § 351 Austrian Business Enterprise Code (Commercial Code, UGB), i.e. rescission for *laesio enormis* (lesion beyond moiety) among entrepreneurs, is hereby renounced.

23. Other Provisions

In all other cases, the provisions of Section I of the General Conditions of Contract shall apply accordingly.

SECTION III

24. Scope

- (1) The General Conditions of Contract in Section III shall apply to all contracts not mentioned in the previous sections, which are not to be regarded as contracts for rendering services and are not related to the contracts mentioned in the previous sections.
- (2) In particular, Section III of the General Conditions of Contract shall apply to contracts concerning the non-recurring participation in negotiations, to services as an agent in matters pertaining to insolvency, to contracts concerning non-recurring interventions and the handling of the individual matters mentioned in Point 17 Item 3 in the absence of a continuing agreement.

25. Scope and Execution of Contract

- (1) Reference shall be made to Items 3 and 4 of the Preamble.
- (2) The person entitled to exercise the profession shall be justified in regarding and obliged to regard information and documents presented to him/her by the client, in particular figures, as correct and complete. In case of penal procedures he/she shall protect the rights of the client.
- (3) The person entitled to exercise the profession shall not be obliged to identify errors, unless he/she has been specifically instructed to so in writing. However, if he/she identifies errors, the client shall be informed accordingly.

26. Client's Duty to Cooperate

The client shall make sure that all the necessary information and documents be placed at the disposal of the person entitled to exercise the profession in good time and without his/her special request.

27. Termination

Unless otherwise agreed to in writing or stipulated by force of law, either contractual party shall have the right to terminate the contract at any time with immediate effect (Section 1020 of the Civil Code (ABGB)).

28. Fee and Entitlement to Fee

- (1) Unless the parties agreed that the services would be rendered free of charge or unless explicitly stipulated otherwise, an appropriate remuneration in accordance with Sections 1004 and 1152 of the Austrian Civil Code (ABGB) is due. Unless a different agreement has demonstrably been reached, payments by the client shall in all cases be credited against the oldest debt. The claim for remuneration by the person entitled to exercise the profession is based upon an agreement concluded between him/her and the principal involved. Furthermore, the basics standardized under section 13 apply.
- (2) In the event of termination the fee shall be calculated according to the services rendered up to this point, provided they are of value to the client.
- (3) Application of § 934 ABGB (Austrian Civil Code) within the meaning of § 351 Austrian Business Enterprise Code (Commercial Code, UGB), i.e. rescission for *laesio enormis* (lesion beyond moiety) among entrepreneurs, is hereby renounced.

29. Other Provisions

The reference in Point 23 to provisions in Section I shall apply accordingly.

SECTION IV

30. Scope

The Conditions of Contract of Section IV shall only apply to consumer business in accordance with the Consumer Act (Federal Law of March 8, 1979/Federal Law Gazette No. 140 as amended).

31. Supplementary Provisions for Consumer Transactions

- (1) Contracts between persons entitled to exercise the profession and consumers shall fall under the obligatory provisions of the Consumer Act.
- (2) The person entitled to exercise the profession shall only be liable for the deliberate and gross negligent violation of the obligations assumed.
- (3) Contrary to the limitation laid down in Point 8 Item 2 of the General Conditions of Contract, the duty to compensate on the part of the person entitled to exercise the profession shall not be limited in case of gross negligence.
- (4) Point 8 Item 3 of the General Conditions of Contract (asserting claims for damages within a certain period) shall not apply.
- (5) Right of Withdrawal according to Section 3 of the Consumer Protection Act

If the consumer has not made his/her contract statement in the office usually used by the person entitled to exercise his/her profession, 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 person entitled to exercise the profession as well as instructions on the right to revoke 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 person entitled to exercise the profession or his/her agent,
2. if the conclusion of the contract has not been preceded by any talks between the parties involved or their agents or
3. in case of contracts where the mutual services have to be provided immediately, if the contracts are usually concluded outside the offices of the persons entitled to exercise the profession, and the fee agreed upon does not exceed €15.

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

If the consumer withdraws from the contract according to Section 3 of the Consumer Act,

1. the person entitled to exercise the profession shall return all benefits received, including all statutory interest, calculated from the day of receipt, and to 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 person entitled to exercise the profession as far as they are of a clear and predominant benefit to him/her.

According to Section 4 Paragraph 3 of the Consumer Act claims for damages shall remain unaffected.

(6) Cost Estimates according to Section 5 of the Consumer Act

The consumer shall pay for the preparation of a cost estimate in accordance with Section 1170a of the Austrian Civil Code by the person entitled to exercise the profession only, if this payment obligation has been notified to the consumer beforehand.

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

(7) Correction of Errors: Supplement to Point 7

If the person entitled to exercise the profession is obliged according to Section 932 of the Austrian Civil Code to improve or complement his/her services, he/she shall execute this duty at the place where the matter was transferred to him/her. If it is in the interest of the consumer to have the work and the documents returned by the person entitled to exercise the profession, the consumer may carry out this transfer at his/her own risk and expense.

(8) Jurisdiction: Instead of Point 15 Item 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 Paragraph 2 and 104 Paragraph 1 JN the jurisdiction of a court shall depend on the district where the consumer has his domicile, usual residence or place of employment.

(9) Contracts on Recurring Services

(a) Contracts which oblige the person entitled to exercise the profession 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) 1 requires considerable expenses on the part of the person entitled to exercise the profession and if he/she informed the consumer about this not later than when 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.