

Report

on the Audit of the Annual Financial Statements

for

Eurocan Mining Gesellschaft m.b.H. Feldkreuzweg 13, 6830
Rankweil

as at

31 December 2016

1. Copy

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Financial Statements as at 31 December 2016 I

Declaration of Completeness II

General Terms and Conditions of the Contract for Auditing (AAB) III

Note on Rounding

When adding up rounded amounts and percentages, rounding-related calculation differences may occur due to the use of automatic calculation aids.

1. Contract and Implementation

1 We have been selected by the shareholders of

Eurocan Mining Gesellschaft m.b.H. of Feldkreuzweg 13,
6830 Rankweil

to be the final auditor for the financial year 2016. The managing directors have awarded us accordingly, by letter dated 21 December 2017 the Contract to review the annual financial statements as at December 2016 together with the accounting system.

2 The audit was carried out in the months December 2017 to January 2018 with interruptions at our office.

3 For the proper execution of the order contract, Mr Wolfgang Dietrich, auditor and tax consultant, is responsible.

4 As documents for our audit, the accounts, writings and other records of the company were used. The additional explanations and clarifications required by us were provided by the management of the company and the responsible persons named.

The audit has been carried out in accordance with § 5 UGB (Unternehmensgesetzbuch/Austrian Corporate Code) as a voluntary audit.

The audit is based on the "General Terms and Conditions for Final Audits" issued by the Chamber of

Public Accountants

(AAB) (Annex III). The AAB not only apply between the company and the auditor, but also to third parties.

6 In our audit we observe the normal professional principles in Austria for the orderly conduct of final audits. The audit did not extend to areas that are usually the subject of special audits.

7 The form and scope of our audit in our working papers were complied with.

8 The managing directors confirmed to us the completeness of the annual financial statements in writing.

2. Breakdowns and Explanations of Items in the annual financial statements

9 All breakdowns and explanations of substantial items in the annual financial statements are included in the Annex to the annual financial statements and in the management report.

3. Accounting system

10 The business transactions are recorded by documents which are partly created manually and partly automatically; the bookkeeping was handled for the 2016 financial year by the firm Kanzlei Dkfm. Loisch.

The account plan has been adapted to the special requirements of the company. The annual financial statements could be derived directly from the accounts.

The documents have been filed according to systematic and chronological criteria and explain the business transactions sufficiently.

The account entries were made in the financial year in a timely and complete manner; they were systematically correctly allocated.

In order to guarantee the complete, timely and correct recording of the business cases there are internal control mechanisms.

4. Result of the audit and audit opinion

11 Accounting System

In the course of our audit procedures, we have determined compliance with the principles of proper accounting.

12 Annual Financial Statements

The classification of the balance sheet and the profit and loss statement, as well as the valuation of the individual assets and liabilities are accounted for in accordance with the provisions of commercial law. Identifiable risks were adequately covered by reserves.

The Annex contains all information required under the UGB.

13 Explanations and Evidence

The legal representatives issued the required explanations and evidence to a sufficient extent.

14 Reporting According to §273 Para 2 UGB

In the course of carrying out the audit of the financial statements, we have determined that the company had a negative equity of EUR 110,976.44 as of the balance sheet date. The prerequisites for the presumption of a need for reorganisation (§22 Para 1 Subpara 1 URG (Unternehmensreorganisationsgesetz/Company Reorganisation Act)) are met.

Audit Opinion

Report on the financial statements

We have audited the accompanying financial statements for

Eurocan Mining Gesellschaft m.b.H. of Feldkreuzweg 13, 6830
Rankweil

consisting of the balance sheet as at 31 December 2016, of the profit and loss statement for the financial year ending on this reporting date, as well as the Annex.

In our opinion, the accompanying annual financial statements comply with the statutory regulations and provides the truest and fairest view possible of the net assets and financial position as of 31 December 2016, as well as the results of operations for the financial year ending on this balance sheet day in accordance with the Austrian corporate regulations.

Without qualifying the audit opinion for further restrictions, we refer to the remarks in the Annex on the negative equity capital, that as of the balance sheet date the company had a negative equity of EUR 110,976.44. In addition to the subordination agreement mentioned in the Annex there is a binding letter of comfort for SALEM dreiundneunzigste Holding GmbH or, according to the current company name, APC Gold GmbH as a shareholder, valid for the next 18 months up to an amount of EUR 100,000.

Basis for the Audit Opinion

We have performed our final audit of the financial statements in accordance with the Austrian principles of proper auditing. These principles require the application of the International Standards on Auditing (ISA). Our Responsibilities in accordance with these regulations and standards are described further in the section "Responsibilities of the auditor for the Audit of the Annual Financial Statements" in our audit opinion. We are independent of the company in accordance with Austrian corporate and professional regulations, and we have complied with our other professional duties in accordance with these requirements. We are of the opinion that the audit evidence acquired by us is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of the Legal Representatives for the Annual Financial Statements

The legal representatives are responsible for the preparation of the annual financial statements and for ensuring that, in accordance with the Austrian corporate law regulations, this conveys the truest possible image of the assets, liabilities, financial position and profit or loss of the company.

Furthermore, the legal representatives are also responsible for the internal controls that they consider necessary to enable the preparation of annual financial statements which are free from essential - intentional or unintentional - false representations.

In the preparation of the annual financial statements, the legal representatives are responsible for assessing the company's ability to continue its business activities, to disclose matters in connection with the continuation of the business activities – if relevant – as well as the accounting policies to be applied for the continued operation of the business, unless the legal representatives intend either to liquidate the company or to discontinue the business activity or have no realistic alternative to doing so.

Responsibilities of the Auditor for the Audit of the Annual Financial Statements

Our objectives are to obtain reasonable assurance as to whether the annual financial statements are completely free from any significant – intentional or unintentional – false representations and to create an audit opinion, which our audit assessment includes. Reasonable assurance is a high level of certainty but no guarantee that annual financial statements in accordance with the Austrian principles for correct audit of financial statements requiring application of the ISA will always reveal a false representation, if one is present. False representations may result from fraudulent acts or errors and are considered to be substantial, when it could be reasonably expected individually or collectively from them that they could, on the basis of these financial statements, influence financial decisions by their users.

As part of an audit of financial statements in accordance with Austrian principles for an orderly audit of financial statements requiring application of the ISA, we exercise dutiful discretion during the entire audit and maintain a critical attitude.

Furthermore:

- We identify and assess the risks of substantial – intentional or unintentional – false representations in the financial statements, plan audit procedures in response to these risks, conduct them and require evidence of examination, which is sufficient and suitable, to act as a foundation for our audit assessment. The risk, that material misrepresentations resulting from fraudulent actions are not revealed, is higher than one resulting from error, as fraudulent actions can include deceitful interactions, frauds, deliberate omissions, misleading representations or the disabling of internal controls.
- We gain an understanding of the internal control system relevant for the audit, audit to plan audit processes, which in the given circumstances are proportionate, but do not aim to deliver an audit assessment on the effectiveness of the internal control system of the company.

- We assess the appropriateness of the accounting methods used by the legal representatives and evaluate whether the estimated values are reasonable as presented by the legal representatives in the financial statements and related information.
- We draw conclusions on the appropriateness of the legal representatives' use of the going concern basis of accounting, as well as, based on the audit evidence obtained, whether material uncertainty exists in connection with events or circumstances that may cast significant doubt on the Company's capacity to continue as a going concern. If we conclude that material uncertainty exists, we are required to draw attention in our audit opinion to the related disclosures in the financial statements or, if such disclosures are inappropriate, to modify our audit opinion. We draw our conclusions on the basis of the audit evidence obtained by the date of our audit opinion. However, future events or circumstances may result in the company's inability to continue as a going concern.
- We assess the overall presentation, structure and content of the annual financial statements, including the information as well as whether the annual financial statements reflect the underlying transactions and events in such a way as to achieve the truest representation possible.

Vienna, 10 January 2018



WD Wirtschaftsprüfungs-
und Steuerberatungs GmbH
Mr Wolfgang Dietrich

ANNEXES

Dkfm. Loisch.

Wirtschaftstreuhandgesellschaft m.b.H.

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Companies Register Vienna FN 106981 a
Fax 408 75 03
e-mail: office@loisch.at
www.loisch.at*

Annual Financial Statements as at
31.12.2016

Eurocan Mining Gesellschaft m.b.H.
Feldkreuzweg 13, 6830 Rankweil

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PREPARATION REPORT

To the management of

Eurocan Mining Gesellschaft m.b.H., 6830 Rankweil, Feldkreuzweg 13,

Report on the preparation of the annual financial statements for Eurocan Mining Gesellschaft m.b.H. as at 31.12.2016:

We have audited the following financial statements for Eurocan Mining Gesellschaft m.b.H. in accordance with our contract as at 31.12.2016 - consisting of the balance sheet, the profit and loss statement and the notes to the financial statements – on the basis of the accounting records and the inventory as well as the requirements for the accounting and valuation methods to be applied.

The basis for the preparation of the financial statements were the activities we carried out (accounting) and the supporting documents, books and inventory records submitted to us, which we have not audited for correctness or plausibility in accordance with our instructions, as well as the information provided to us. It is your responsibility to maintain the books and records and to prepare the inventories and the annual financial statements in accordance with the provisions of the Unternehmensgesetzbuches (Austrian Corporate Code) (UGB) and any supplementary provisions of the articles of association.

You are responsible for the accuracy and completeness of the documents and information made available to us, including to users of the financial statements prepared by us. In this context, we refer to the declaration of validity signed by you at our request.

We have not conducted any audit or review of the financial statements, nor have we conducted any other audit or investigation and therefore give no assurance (confirmation) as to the financial statements. Compliance with the provisions of insolvency law and the provisions of foreign law were not part of the mandate.

The preparation mandate was carried out in compliance with the expert opinion KFS/RL 26 "Principles for the preparation of financial statements". The current version of the General Terms and Conditions for Public Accountants and Tax Consultants (AAB) of the Chamber of Public Accountants and Tax Consultants shall apply to the assignment.

Any disclosure of the financial statements prepared by us to third parties may only be carried out with the addition of the preparation report.

In the event that the financial statements prepared by us are passed on to third parties, the provisions of Point 8 of the AAB for Public Accountants and Tax Consultants of the KWT regarding liability shall apply, also vis-à-vis third parties.

Vienna, 03.07.2017

LEGAL CIRCUMSTANCES

Company: Eurocan Mining Gesellschaft
m.b.H.

Business address: 6830 Rankweil, Feidkreuzweg 13

Legal form: GES

Companies
Register: 298168h

Financial year: 01.01.2016 to 31.12.2016

TAX CIRCUMSTANCES

Tax ID number: 101/1562

VAT number: ATU646584

BALANCE SHEET to 31.12.2016**Assets**

	31.12.2016 EUR	31.12.2015 EUR
<hr/>		
A. CURRENT ASSETS		
I. ACCOUNTS RECEIVABLE AND OTHER ASSETS		
I. Other receivables and Assets	414.82	1,337.24
Total current assets	414.82	1,337.24
B. DEFERRED EXPENSES AND ACCRUED INCOME	0.00	4,289.78
<hr/>		
TOTAL ASSETS	414.82	5,672.02

Liabilities	31.12.2016 EUR	31.12.2015 EUR
A. EQUITY		
I. NOMINAL CAPITAL		
1. NOMINAL (Equity, Share Capital)	35,000.00	35,000.00
II. RETAINED EARNINGS/ACCUMULATED LOSSES	35,000.00	35,000.00
of which profit/loss carried forward	-145,976.44	-132,702.12
Total shareholders' equity	-132,702.12	-124,915.20
	-110,976.44	-97,702.12
B. PROVISIONS		
1. Tax provisions	0.00	1.00
2. Other Provisions	600.00	845.11
	600.00	846.11
C. LIABILITIES		
1. Trade payables and services	24,296.27	22,680.97
of which due within less than 1 year	4,591.30	22,680.97
of which due within more than 1 year	19,704.97	0.00
2. Other liabilities	86,494.99	79,802.06
thereof in respect of taxes	0.00	1,036.93
of which due within less than 1 year	0.00	1,036.93
of which due within more than 1 year	86,494.99	78,765.13
	110,791.26	102,483.03
TOTAL LIABILITIES	414.82	5,672.02

PROFIT AND LOSS STATEMENT
for the financial year from 01.01.2016 to 31.12.2016

	2016 EUR	2015 EUR
1. OTHER COMPANY INCOME		
a) Income from the reversal of Provisions	345.11	0.00
	<u>345.11</u>	<u>0.00</u>
2. OTHER OPERATING EXPENSES		
a) Other operating expenses	-11,557.43	-6,036.92
	<u>-11,557.43</u>	<u>-6,036.92</u>
3. OPERATING PROFIT	-11,212.32	-6,036.92
4. EARNINGS BEFORE TAXES	-11,212.32	-6,036.92
5. TAXES ON INCOME AND EARNINGS	-2,062.00	-1,750.00
6. EARNINGS AFTER TAXES	-13,274.32	-7,786.92
7. NET INCOME FOR THE YEAR (+) ANNUAL NET LOSS (-)	-13,274.32	-7,786.92
8. PROFIT/LOSS CARRIED FORWARD	-132,702.12	-124,915.20
9. NET PROFIT (+) NET LOSS (-)	-145,976.44	-132,702.12

DETAIL ASSETS	31.12.2016 EUR	31.12.2015 EUR
A. CURRENT ASSETS		
I. RECEIVABLES AND OTHER ASSETS		
1. OTHER RECEIVABLES AND ASSETS		
<i>2300 Other short-term receivables</i>	0.00	648.04
<i>3630 Clearing account VAT payment account</i>	414.82	689.20
	414.82	1,337.24
 Total receivables and other assets	414.82	1,337.24
 Total current assets	414.82	1,337.24
 B. DEFERRED EXPENSES AND ACCRUED INCOME		
<i>2900 Accrued income</i>	0.00	4,289.78
Total deferred income	0.00	4,289.78
 TOTAL ASSETS	414.82	5,672.02

DETAIL LIABILITIES

C. LIABILITIES

A. EQUITY CAPITAL

I. NOMINAL CAPITAL (SHARE CAPITAL)

9000 Share capital
Total nominal capital

31.12.2016
EUR

31.12.2015
EUR

-35,000.00
-35,000.00

-35,000.00
-35,000.00

II. NET PROFIT (NET LOSS)

9332 Net loss for the year
9395 Loss carried forward
Total net profit (loss)

13,274.32
132,702.12
145,976.44

7,786.92
124,915.20
132,702.12

Total shareholders' equity

110,976.44

97,702.12

B. PROVISIONS

1. TAX PROVISIONS

3030 Corporation tax provision

0.00

-1.00

0.00

-1.00

2. OTHER PROVISIONS

3060 Provision for consultancy costs

-600.00

-845.11

-600.00

-845.11

Total provisions

-600.00

-846.11

C. LIABILITIES

1. ACCOUNTS PAYABLE FROM TRADE AND SERVICES

3300 Domestic trade accounts payable

3301 Trade accounts payable (maturity > 1 year)

-4,591.30

-22,680.97

-19,704.97

0.00

-24,296.27

-22,680.97

of which due in less than 1
year

-4,591.30

-22,680.97

of which due in > 1 year

-19,704.97

0.00

	31.12.2016 EUR	31.12.2015 EUR
2. OTHER LIABILITIES		
<i>from taxes</i>		
3500 Clearing account tax office	0.00	-1,036.93
	0.00	-1,036.93
<i>other</i>		
3420 Clear. acct. Eurocan Mining Gesellschaft m.b.H. of Anstalt	-50,539.17	-50,539.17
3421 Clear. acct. Dr. Hans R. Kiob	-18,559.56	-10,629.70
3450 Loans	-17,396.26	-17,396.26
	-86,494.99	-78,765.13
	-86,494.99	-79,802.06
of which due within less than 1 year	0.00	-1,036.93
of which due within more than 1 year	-86,494.99	-78,765.13
Total liabilities	-110,791.26	-102,483.03
TOTAL LIABILITIES	-414.82	-5,627.02

DETAIL PROFIT AND LOSS STATEMENT

for the financial year from 01.01.2016 to 31.12.2016

	2016 EUR	2015 EUR
1. 1. OTHER COMPANY INCOME		
a) Income from the reversal of provisions		
4700 Income from the reversal of provisions	345.11	0.00
	<u>345.11</u>	<u>0.00</u>
	345.11	0.00
2. OTHER OPERATING EXPENSES		
a) Occupancy expenses		
7410 Warehouse rent	-1,200.00	-1,614.00
	<u>-1,200.00</u>	<u>-1,614.00</u>
b) Travel and journey expenses, training costs		
7331 Travel expenses	-41.27	0.00
	<u>-41.27</u>	<u>0.00</u>
C. Office expenses, IT costs		
7600 Office material	-168.67	0.00
	<u>-168.67</u>	<u>0.00</u>
<0 other operating expenses		
6630 Cent compensation	0.00	-0.02
7760 Tax advice	-600.00	-600.00
7765 Other fees	-6,746.69	-1,096.90
7780 Membership fees and dues	-184.80	0.00
7781 Free prospecting fees	-2,616.00	-2,816.00
8290 Bank charges	0.00	-110.00
	<u>-10,147.49</u>	<u>-4,422.92</u>
	<u>-11,557.43</u>	<u>-6,036.92</u>
OPERATING PROFIT	-11,212.32	-6,036.92
EARNINGS BEFORE TAXES	-11,212.32	-6,036.92
5. TAXES ON INCOME AND EARNINGS		
8510 Corporate tax	-1,750.00	-1,750.00
8514 Additional corporate tax payments for prior periods	-312.00	0.00
	<u>-2,062.00</u>	<u>-1,750.00</u>

for the financial year from 01.01.2016 to 31.12.2016

	2016 EUR	2015 EUR
6. EARNINGS AFTER TAXES	-13,274.32	-7,786.92
7. ANNUAL NET INCOME ANNUAL NET LOSS (-)	-13,274.32	-7,786.92
8. PROFIT/LOSS CARRIED FORWARD PREVIOUS YEAR		
8961 Loss carried forward	-132,702.12	-124,915.20
9. NET PROFIT NET LOSS (-)	-145,976.44	-132,702.12

ANNEX

for

Eurocan Mining Gesellschaft m.b.H.
Rankweil
for the financial year
from 01.01.2016 to 31.12.2016

General Principles

The annual financial statements have been prepared in accordance with the provisions of the Austrian Commercial Code (UGB) as amended.

The profit and loss statement has been prepared in graduated form according to the total cost method.

Items that are required to be disclosed that have been combined in the balance sheet and the profit and loss statement are shown in the annexes to the financial statements accordingly.

The annual financial statements have been prepared in accordance with generally accepted accounting principles and in compliance with the general standard to give the truest possible view of the net assets, financial position and results of operations of the company.

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

The principle of the individual valuation was applied when assessing the individual assets and liabilities.

Furthermore, the valuation was based on the assumption that the company will be continued.

The principle of prudence was taken into account by the fact that only the profits realised on the balance sheet date were disclosed. Identifiable risks and impending losses arising in the financial year or earlier have been taken into account, even if these circumstances only arose between the balance sheet date and the date of preparation of the annual financial statements.

Estimates are based on a prudent assessment. To the extent that statistically ascertainable experience from similar circumstances exists, the enterprise has taken these into account in the estimates.

Amounts without currency are amounts in euros.

Provisions

In measuring the provisions, all discernible risks and impending losses are taken into account in accordance with legal requirements.

Other provisions were shown in the amount of the settlement amount.

Liabilities

Liabilities are set at their settlement amount (previous year: repayment amount).
Liabilities denominated in foreign currencies are valued at the rate at which they arise or at the higher of the exchange rate at the balance sheet date.

Forderungsspiegel

	Remaining term			Previous year in EUR
	Book value in EUR	< 1 year in EUR	> 1 year in EUR	
<i>Receivables</i>				
Other receivables and other assets	414.82	414.82	0.00	1,337
Total	414.82	414.82	0.00	1,337

Negative stockholders' equity

As of the balance sheet date, the company had negative equity of EUR 110,976.44 (previous year: EUR 97,702.12).

The shareholder confirms that with his claim in the amount of EUR 50,539.17 against the company, he resigns behind the claims of the other creditors in case of need.

Liabilities**Liabilities**

	Book value in EUR	Remaining term			>5 years Previous year EUR
		<1 year in EUR	1-5 years in EUR	> 5 years in EUR	
Accounts payable from trade and services	24,296.27	4,591.30	19,704.97	0.00	0
Other liabilities	86,494.99	0.00	0.00	86,494.99	78,765
Total	110,791.26	4,591.30	19,704.97	86,494.99	78,765

Members of the Management Board

During the financial year, the following was a member of the Management Board:

Dr Hoop Gerold

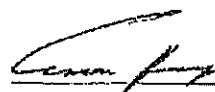
Average number of employees

The average number of employees during the financial year, broken down into employees and salaried employees, is as follows:

	2016	Previous
Total number of employees	0	0
Of which employees	0	0
Of which salaried employees	0	0

Signing of the annual financial statements by management

Rankweil, 03.07.2017



SUPPLEMENTS TO THE ANNEX

ASSETS ANALYSIS
Account name

	Acq. Value 01.01.2016	Entry	Disposal	Rebook.	Acq. Value 31.12.2016	Appr.	Deprec.	Book value 01.01.2016	Book value 31.12.2016	Total Deprec.
INTANGIBLE ASSETS										
1. Concessions, industrial property rights and similar rights and benefits as well as derived licenses	756.90	0.00	0.00	0.00	756.90	0.00	0.00	0.00	0.00	756.90
	756.90	0.00	0.00	0.00	756.90	0.00	0.00	0.00	0.00	756.90
TOTAL AMOUNT	756.90	0.00	0.00	0.00	756.90	0.00	0.00	0.00	0.00	756.90

DEPRECIATION TABLE

	Account name	Cum. Deprec. to 01.01.2016	Deprec. at 01.01.2016 Existing	Deprec. at Additions 2016	Deprec. at Zuschreibung 2016	Deprec. Rebook. 2016	at Cum. deprec. on disposals 2016	Cum. Deprec. as at 31.12.2016	Acct. of interest acc. to \$203 Para 4
INTANGIBLE ASSETS									
1. Concessions, industrial property rights and similar rights and benefits from them, as well as derived licenses		0.00	0.00	0.00	0.00	0.00	0.00	756.90	0.00
	756.90	0.00	0.00	0.00	0.00	0.00	0.00	756.90	0.00
TOTAL AMOUNT	756.90	0.00	0.00	0.00	0.00	0.00	0.00	756.90	0.00

Declaration of Completeness

To
Mr Wolfgang Dietrich
WD Wirtschaftsprüfungs-
und Steuerberatungs GmbH
Wagramerstraße 4, Bürohaus Top 5
1220 Vienna

Company stamp of the client

Annual Financial Statements for the Financial Years 2015, 2016, 2017

I (we) hereby declare to you as auditors as the
~~executive board member(s) /~~ managing director ~~/ managing partner /~~

¹:

~~individual entrepreneur obligated for the creation of the annual financial statements the following~~

A. Clarifications and Evidence

The clarifications and evidence you have requested in accordance with §272 of the UGB (Unternehmensgesetzbuch/Austrian Corporate Code) have been submitted to you fully and to the best of our knowledge and belief. The following persons were identified to you as respondents:

Ms Elke Sommer, Mr Klob, Mr Torey Robert Marshall

These people have been instructed by me (us) To give you all the necessary and desired information and evidence as correctly and completely.

B. Accounts and Documents

1. I (we) have made sure that the accounts and documents of the company have been provided to you in full. The documents also include in particular also contractual agreements with external cost centres, work instructions and other organisational documents necessary for the understanding of the bookkeeping system.

2. The accounts presented include all business transactions that are required to be recorded for the above-mentioned financial year.

3. I have (we have) ensured that, within the framework of the legal storage obligations and deadlines, even the unprinted data is available at all times, and can be made legible within a reasonable period of time, and the entries in in the order of accounts.

¹ Please cross out lines of text that are not relevant and answers that do not apply.

C. Annual Financial Statement

1. In the annual financial statements to be audited by you, all assets, liabilities, risks (e.g. impending losses from suspended transactions) and accruals that are required to appear in the balance sheet are taken into account, all expenses and income are included and all necessary disclosures are made.
2. The accounting and valuation methods applied correspond to Austrian accounting regulations. Essential assumptions that I (we) have made when making estimates, including the estimate of carrying amounts, have been notified to you.
3. The company is the legal or economic owner of all assets notified in the annual financial statements. All rights of lien and encumbrance in rem based on these assets, are disclosed at fair value in accordance with the Austrian accounting principles.
4. An overview of
 - all firms, with which the company was associated in the financial year (§ 228 Para 3 UGB (Unternehmensgesetzbuch/Austrian Corporate Code)),
 - all companies in which an equity interest was held during the financial year (§228 Para 1 and 2 UGB),
 - all other related parties
 has been given to you.
5. All transactions with and between related parties and persons and the resulting receivables and payables were shown correctly in the accounting system, and fully recorded. These transactions and their resulting receivables and liabilities (including contingent liabilities) were, to the extent that they in accordance with the legal regulations are to be disclosed, have been correctly disclosed and indicated. Through the structure of these transactions, the annual financial statements were not influenced in any way, so that it does not provide a true view of the assets, financial position and results of operations.
6. The annual financial statements include all necessary information on relationships to related companies and persons, as well as transactions with and between them.
7. In the past financial year, the company has (delete where not applicable)
 - made use of products involving exchange rates or interest rates, swaps, options, commodity futures among others Financial products or derivatives.
 - used none of the abovementioned products in any form at all.

As of the balance sheet date, the following transactions with the following volume (transaction or risk volumes, such as the market value of the contract volume, etc.) are open:

- I confirm (we confirm), has not used any settlement transactions such as, e.g. options, other financial derivatives, compensation transactions or that these are fully recorded in the annex.

8. I have (we have) taken into account all the facts and the resulting financial obligations either in full in the annual financial statements or – insofar as they are not recorded in the annual financial statements – have declared them in an annex to the declaration. In the absence of such information or endorsements, these matters will not be available on the reporting date. Such matters can, for example, be:

Annex II

- a) Contingent liabilities from the issuance and transfer of bills of exchange, from sureties from warranties and other legal and contractual liability relationships;
- b) Letters of comfort;
- c) Statutory and contractual collateral for liabilities (including contingent liabilities), e.g. liens, ownership by way of security and other rights of ownership in balance sheet shareholdings in relation to the relationship with staff or shareholders;
- d) Contingencies arising from the provision of sureties on items and rights for third party liabilities;
- (e) Obligations to return assets recognised in the balance sheet and redemption obligations for assets not shown in the balance sheet;
- f) Legal disputes and other disputes that are important for the assessment of the economic situation of the company;
- (g) Existing or impending public law requirements that are relevant for the financial situation and the future earnings situation of the company;
- h) Contracts or other legal issues arising from their subject matter, which due to their subject, their duration or for other reasons are or could become important for assessing the economic situation company, in particular
 - Contracts with suppliers, customers, shareholders and affiliated companies,
 - Service, labour and pension contracts (the value of existing reinsurance policies was recognised as assets),
 - Leases and other long-term non-terminable asset leases,
 - Joint and consortium agreements,
 - Obligations arising from options granted to third parties and irrevocable offers,
 - Trust deeds,
 - Contracts for obligations to be fulfilled out of profit,
 - Agreements on contractual penalties that go beyond the extent customary in the industry,
 - Unconventional restrictions on dissolutions and termination in contracts that could lead to a material adverse effect on the economic situation of the company;
- i) Use of the safeguard clause (failure to provide information in accordance with §241 UGB);
- j) The total amount of other financial commitments not included in the balance sheet and also not to be disclosed in accordance with §199 UGB, insofar as this information is important for the assessment of the company's financial position;
- k) Events after the balance sheet date that are important for the valuation at the balance sheet date;
- l) Any special circumstances which could affect the communication of a picture which is as faithful as possible of the net assets, financial position and results of operations of the company.

9. The advances and loans granted and the contingent liabilities entered into, which fall under §239 Para 1 subparagraph UGB, the expenses for pensions and severance payments in accordance with § 239 Para 1 subparagraph 3 UGB and the remuneration in accordance with § 239 Para 1 subparagraph 4 UGB are given fully in the Annex.

D. Management Report

1. The management report includes all of the information required in §243 and for exchange-listed companies in §243a UGB and is consistent with the annual financial statements.
2. The course of business, the position of the company and the main risks and uncertainties to which the company is exposed are accurately presented. The analysis also refers to the important financial and, where applicable, non-financial performance indicators, including information on the environmental and employee concerns.
3. Where applicable, the management report also includes
 - Operations of special importance after the end of the financial year,–
The probable development of the company,
 - The field of research and development and
 - The use of financial instruments, provided that this is necessary for the assessment of the asset, and financial position and the results of operations.

E. Internal Control System

1. We consider the design implemented (conceptual design, implementation, ongoing adaptation and further development) for the internal control system (§82 AktG (Aktiengesetz/Stock Corporation Act)) or §22 GmbHG (Gesetz betreffend die Gesellschaften mit beschränkter Haftung/Limited Liability Company Act) reasonable. Failures or major shortcomings in the internal control system were not and also are not present at the moment / have been notified to you by us fully.

By the internal control system, I understand (we understand) the process by which – the effectiveness and efficiency of the operating activities (including the protection of the assets from losses due to damage and misappropriations),
– the reliability of the financial reporting and

– the compliance with the legal regulations relevant to the company is monitored and controlled to prevent the achievement of the company's goals being affected by the occurrence of business risks.

2. Within the framework of the internal control system, I have (we have) also implemented the corresponding organisational measures

– for the prevention or detection of violations by employees, and–
to ensure that transactions with and between related companies and persons are recorded as such in the accounts and disclosed in accordance with the applicable accounting standards.

3. The results of our assessment of the risks that the annual financial statements and the management report could contain material misrepresentations due to infringements, has been notified by me (us).

4. All companies known to me (us) or suspected by me (us) to be under investigation relevant violations, in particular those committed by the legal representatives and other managers, by employees who have a significant role in the internal control system and other persons whose infringements could have had a material impact on the Financial statements and the management report, we have notified to you. /We have no knowledge of them.

5. All allegations of committed or suspected infringements made to me (us) by employees, former employees, analysts, supervisory authorities, and other persons, which could have a material effect on the annual financial statements and the management report of the company being audited have been notified to you by us. /We have no knowledge of them.

F. Completeness of the Information

1. You have been provided with all records, documentation and information on unusual matters of which the management was aware, as well as all other audit-relevant information.

2. I have (we have) provided you without omission with the names of those banks with which the company had a bank account during the financial year, as well as all bank accounts existing during the financial year for the company. I confirm / We further confirm that we have also fully disclosed those bank details and bank accounts, which, although they do not belong to the company, nevertheless should be allocated to the company.

3. I have (we have) made available to you all the minutes of shareholder meetings, supervisory board / advisory board meetings, as well as meetings of the management board (managing directors).

G. Additions, Remarks and References to Annexes

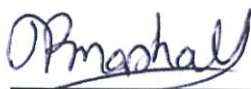
A compilation of the uncorrected misrepresentations is enclosed. I (we) confirm the insignificance of these misstatements in relation to the entire annual financial statements.

A compilation of the corrected misrepresentations is enclosed.²

H. Release from Confidentiality Requirement

I (we) hereby declare that I (we) agree that you must report on the results of your examination to our parent company/companies or to their authorised annual auditor,

Signatures of the legal representatives with an indication of the date of the signature



² where applicable

General Terms and Conditions for Closure Audits (AAB AP 2011)

Excerpt from the Decision of the Board of Directors of the Chamber of Chartered Accountants and Tax Consultants in a resolution dated 8.3.2000 on the application of recommended general standards Contractual terms and conditions for the professions of accountancy, including parts of the Preamble and Points 1 to 16 of Part I. Adapted by the working group for fee questions and terms and conditions on 23.5.2002, on , on 18.12.2006, on 31.8.2007, on 26.2.2008, on 30.06.2009 and on 22.3.2010, as well as on 21.02.2011.

Preamble and General Information

(1) Will not be printed.

(2) For all parts of the terms and conditions of the contract, the following shall apply if individual Provisions should be ineffective, this does not harm the effectiveness of the remaining provisions. The ineffective provision must be replaced by a valid provision, which comes as close as possible to the desired goal.

(3) Furthermore, for all parts of the terms and conditions it is also apply, that to exercise an accounting position, the authorised person is required to proceed when providing the agreed service according to the principles of the proper practice of the profession. They are entitled to employ suitable employees to deliver the service under the contract.

(4) Lastly, for all parts of the terms and conditions of the contract it is the case that foreign law is only to be taken into account by the authorised person by express written agreement.

(5) The work carried out in the office of the person entitled to exercise their profession may be at the choice of the person entitled to exercise their profession without the use of electronic data processing. In the case where electronic data processing is implemented, the client, not the persons entitled to exercise their profession, is obligated to carry out the registrations or notifications required under the DSG (Datenschutzgesetz/Data Protection Act).

(6) The client shall ensure that the staff of the person entitled to exercise their profession, during and within one year of the termination of the contractual relationship is not employed in their company or one of the related companies, otherwise he/she will be liable to make an annual payment for the transferred employee to the person entitled to exercise their profession.

PART I

1. Scope of Application

(1) The terms and conditions of Part I shall apply to contracts concerning (legal and voluntary) audits with and without an audit certificate, expert opinions, judicial expert opinions, the preparation of annual reports and other financial statements, tax advisory services and on other matters in the framework of the activities to be performed, with the exception of maintaining the accounts, carrying out personnel administration and the tax settlement.

(3) A person entitled to exercise their profession at an authority (e.g. a tax authority or Social security institution) may consider an electronically submitted application form not signed by them or by a transferring agent respectively

3. Obligation to Inform the Client; Declaration of Completeness

(1) The client shall ensure that for the person entitled to exercise the profession, even without their special request, all documents required for the execution of the documents are submitted in good time and they are informed of all events and circumstances that could be relevant for the execution of the contract. This also applies to the documents, procedures and circumstances which only become known during the activity of the person entitled to exercise their profession.

(2) The client shall confirm to the person entitled to exercise their profession the completeness of the documents submitted, and the information provided, and declarations in the case of inspections, expert opinions and expert activity in writing. This declaration of completeness can be submitted on the usual professional forms.

(3) If, in the preparation of annual accounts and other financial statements by the client substantial risks have not been disclosed in this respect there are no obligations to indemnify for the contractor.

4. Ensuring Independence

(1) The client shall be obliged to take all precautions to the independence of the staff of the person entitled to exercise their profession from being endangered, and must themselves refrain from any endangerment of this independence. This applies in particular to offers of employment and for making offers to place orders on own account.

(2) The client agrees that their personal data, namely their name as well as its type and scope, including the period of performance of the services agreed between the person entitled to exercise their profession and the client (both audit and non-audit services) for the purpose of the Verification of the existence of bias or reasons for exclusion in accordance with § 271 ff UGB in the information network, to which the person entitled to exercise their profession belongs and for this purpose is sent to other members of the information network (network) is also transmitted abroad (a list of all information recipients shall be sent to the client upon request by the contracted person authorised to exercise this profession). For this purpose, the client releases the person entitled to exercise their profession in accordance with the Datenschutzgesetz (Data Protection Act) and in accordance with § 91 Para 4 subparagraph 2 WTBG (Wirtschaftstreuhänderberufsgesetz/Act on Professions in the Field of Public Accounting) expressly from their confidentiality requirement. The client shall also take note in this context of the fact that in states, which are not members of the EU, a lower level of data protection can apply than in the EU. The client can at any time revoke this approval in writing to the person entitled to exercise their profession.

(2) The terms and conditions shall apply, if their application is expressly or tacitly agreed. In addition, the absence of an agreement is an aid to interpretation.

(3) Point 8 shall also apply vis-à-vis third parties who have been appointed by the contractor for the purpose of performance of the contract in individual cases.

2. Scope and Performance of the Contract

(1) Reference is made to paragraphs 3 and 4 of the Preamble.

(2) If the legal situation changes after the submission of the final professional written and verbal report, then the person entitled to exercise their profession is not obliged to inform the client of any changes or the consequences thereof. This also applies to completed parts of a contract.

5. Reporting

(1) In the case of audits and expert opinions, unless otherwise agreed a written report must be created.

(2) If the person entitled to exercise their profession gives an indication of the results of their activity in a written statement, they shall not be liable for oral statements concerning those results. For declarations not confirmed written and information provided by employees, the person entitled to exercise their profession is not liable.

(3) All information and statements by the person entitled to exercise their profession and their employees are only binding if they are made in writing or confirmed in writing. Written opinions only include those which are signed by the company. In no way does information count as a written opinion in electronic form, in particular not by e-mail.

(4) In the case of electronic transmission of information and data, transmission errors cannot be excluded. The person entitled to exercise their profession and their employees are not liable for damages caused by the electronic data transmission. The electronic transmission takes place exclusively at the risk of the client. The client is aware that when using the Internet, confidentiality is not guaranteed. Furthermore, there are amendments or additions to documents, which may only be sent with express consent.

(5) The receipt and forwarding of information to the persons entitled to practise their profession and their employees by telephone – especially in combination with automatic telephone answering systems, fax, e-mail and other electronic means of communication – cannot always be guaranteed. Contracts and important information are only then considered as being received by the person entitled to exercise their profession if they have also been received in writing, unless in individual cases receipt is expressly confirmed. Automatic transmission and reading confirmations are not considered to be such. Express acknowledgements of receipt. This applies in particular for the transmission of notices and other information on time limits. Critical and important messages must therefore be sent by mail or courier to the persons entitled to exercise the profession. The delivery of documents to employees outside the office is not considered as a delivery.

(6) The client agrees that they shall receive from the person entitled to exercise the profession recurrent general tax law and general business law information transmitted electronically. This does not relate in this case to unsolicited information pursuant to §107 TKG (Telekommunikationsgesetz/Telecommunication Act).

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

(1) The client shall ensure that for the reports issued in the framework of the contract by the person entitled to exercise the profession, any expert opinions, organisation plans, drafts, drawings, calculations and the like may only be used for contractual purposes (e.g. pursuant to §44 Para 3 EStG (Einkommensteuergesetz/Income Tax Act) 1988). Otherwise, the passing on of professional written as well as oral statements by the person entitled to exercise their profession to a third party for use requires the written consent of the person entitled to exercise their profession.

(2) The use of professional written as well as verbal expressions made by the person entitled to exercise their profession for advertising purposes is not permitted; a violation entitles the person entitled to exercise their profession to terminate without notice all contracts from the client not yet executed.

(3) The person entitled to exercise their profession shall retain the intellectual property right to their services. The granting of licences for the use of works remains the subject to the written approval of the person entitled to exercise their profession.

7. Rectification of Defects

(1) The person entitled to exercise their profession shall be entitled and obliged to retroactively remedy inaccuracies and shortcomings in their professional written as well as verbal statements, and is obligated, to inform the client thereof without delay. They are also entitled to inform third parties informed of the original statement of the change.

(2) The client is entitled to the free removal of inaccuracies, insofar as they are the responsibility of the contractor; this entitlement expires six months after the service has been rendered by the persons entitled to exercise their profession or – if a written statement is not made – six months after the termination of the disputed activity of the person entitled to exercise their profession.

(3) In the event of failure to rectify any defects the client has a right to a reduction of the purchase price. Furthermore, in so far as there are claims for damages, point 8 applies.

(4) If §275 of the Austrian Commercial Code (UGB) applies to activities by virtue of mandatory law, the liability norms of §275 UGB shall apply, insofar as they are mandatory law even if the execution of the contract was assigned to several persons or several persons were involved in the replacement required acts have been committed, and without regard to whether other parties have acted intentionally.

(5) In cases where a formal audit certificate is issued, the limitation period shall commence at the latest with the granting of the audit opinion.

(6) If the activity is carried out with the involvement of a third party, e.g. a data processing company, and the customer is informed of this according to the law and the conditions of the third party warranty claims and claims for damages arising against the third parties are assigned to the client. The person entitled to exercise their profession is liable only for fault in selecting the third party.

(7) A liability of the person entitled to exercise their profession towards a third party shall not be established upon distribution of professional written and oral statements by the client without the consent or knowledge of the person entitled to exercise the profession.

(8) The above provisions shall not only apply in relation to the client, but also towards third parties, insofar as the exceptionally, the person entitled to exercise their profession should nevertheless be liable for their activity to them. A third party cannot, in any case, make any claims that are based on a possible claim by the client. The maximum amount of liability applies only once for all injured parties, including the claims for compensation by the client themselves, even if several persons (the client and one or more third parties) have been injured; injured parties are satisfied according to their pre-emption.

9. Confidentiality Requirement, Data Protection

(1) Pursuant to §91 WTBG, the person entitled to exercise their profession is obliged to keep confidential all matters made known to them in relation to their activities for the client and keep them confidential, unless the client releases them from this obligation of confidentiality or legal obligations to make statements arise.

(2) The person entitled to exercise their profession may only deliver reports, expert opinions and other written statements about the results of its activities to third parties with the consent of the client, unless there is a statutory requirement to do so.

(3) The person entitled to exercise their profession shall be authorised to process personal data within the scope of the purpose of the contract or have it processed by third parties in accordance with Point 8 Para 6.

The person entitled to exercise their profession guarantees according to §15 of the Data Protection Act, the obligation to comply with data security. The material provided to the person entitled to exercise the profession (data carriers, data, control numbers, analyses and programs) as well as all the results of the implementation of the work shall generally be returned to the client in accordance with §11 of the Data Protection Act, unless there is a written order from the client, to pass on material or results to third parties. The person entitled to exercise the profession undertakes to take precautionary measures to ensure that the client can meet their duty of disclosure according to §26 Data Protection Act. The necessary orders from the client are to be sent in writing to the person entitled to exercise the profession. Provided that for such information work no fee has been agreed upon, the client should be charged according to the actual expenditure. The obligation to inform the affected persons or for registration in the data processing register must be fulfilled by the client, unless otherwise expressly agreed in writing.

10. Termination

8. Liability

(1) The person entitled to exercise their profession shall only be liable for intentional and grossly negligent a culpable breach of the obligations assumed.

(2) In the case of gross negligence, the liability for compensation of the person entitled to exercise their profession shall at most amount to the minimum insurance amount of the professional indemnity insurance according to §

11 Act on Professions in the Field of Public Accounting/Wirtschaftstreuhandberufsgesetz (WTBG) in version applicable.

(3) Any claim for damages may be lodged only within six months after the claimant(s) have been informed of the damage, but no later than within three years of occurrence of (primary) damage after the event giving rise to the claim where other limitation periods are not set out in legal provisions.

(1) Unless otherwise agreed in writing or prescribed by compulsorily mandated by law, the contracting parties shall be entitled to terminate the contract

at any time with immediate effect. The fee entitlement is determined according to Point 12.

(2) A long-term contract – always to be accepted in case of doubt – (also with a

flat-rate fee) may, however, unless otherwise agreed in writing, be terminated without good cause (cf. §88

Para 4 WTBG) only under observance of a period of three months before the end of the contract

until the end of a calendar month.

(3) In the case of a terminated long-term contract relationship – except in the case of Para 5 – only those individual works for the remaining contractual status, the complete or predominant execution of which is possible within the period of notice, whereby annual financial statements and

annual tax returns within 2 months of the balance sheet date should be considered to be predominantly executable. In this case, they are also to be completed within the usual professional deadline, provided that all

necessary documents are made available without delay and where there is no important reason in accordance with §88 Para 4 WTBG.

(4) In the event of termination in accordance with Para 2, the client shall be entitled to make known within a period of one month in writing, which works at the time of termination of the contractual relationship are considered to be to be still in a contractual state to complete.

(5) In the event of a failure to disclose works still to be executed within this period of time, the long-term contract for completion of the of the works begun at the date of receipt of the notice of termination is considered to have ended.

(6) If, in the case of a long-term contract relationship within the meaning of Paras 2 and 3

- regardless of the reason - more than 2 similar works, usually only to be produced once a year only (for example, annual accounts, tax returns, etc.) have to be prepared, the additional works only count with the express consent of the client towards the remaining order backlog. For this reason, the client must be expressly notified in the notification referred to in paragraph 4 if applicable.

11. Default in Acceptance of Performance and Failure by the Client to Cooperate

If the client arrives defaults on the acceptance of the services performed by the person entitled to exercise the profession or the customer refrains from providing cooperation to them required under Point 3 or otherwise, the person entitled to exercise their profession shall be entitled to immediate termination of the contract. Their fee claims are determined in accordance with Point 12. Default of acceptance and neglected cooperation on the part of the client shall also then justify the entitlement of the person entitled to exercise their profession to compensation for the additional expenses for them and the damage caused, if the person entitled to exercise their profession does not exercise their right to terminate the contract.

12. Fee Entitlement

(1) If the execution of the contract is not carried out (e.g. due to termination), the agreed remuneration shall nevertheless be due to the person entitled to exercise the profession, if they were willing to perform and due to circumstances, the cause of which was on the part of the customer, they been prevented from doing so (§1168 ABGB (Allgemein Bürgerliches Gesetzbuch/Austrian Civil Code)); the person entitled to exercise their profession does not in this case have to deduct what they earn from different use of their and their staff's labour or refrains from earning.

(2) If there is a failure to provide cooperation required for the work by the client, the person entitled to exercise their profession is also entitled to set them a reasonable period of grace with the declaration that, after fruitless expiry of the deadline, the contract is deemed to be cancelled, otherwise the consequences of Para 1 shall apply.

(3) If the person entitled to exercise their profession terminates without serious cause at an inopportune time, then they shall be liable to the client for the resulting damage in accordance with Point 8.

(4) If the client – with reference to the legal situation – agrees that their previous representative shall duly carry out the assignment, the contract must also be executed.

13. Fee

(1) Unless expressly stated otherwise, free of charge, but also where nothing else is agreed, an appropriate remuneration pursuant to §1004 and §1152 ABGB is owed. Unless there is evidence that another agreement has been made, the payments by the client must always be charged against the oldest debt. The fee entitlement of the person entitled to exercise their profession results from the legal agreement made between them and their client.

with the aim of agreeing an appropriate fee retrospectively, usual. This is also usual for insufficient flat-rate fees.

(7) The persons entitled to exercise their profession shall offset the ancillary costs and the additional value added tax.

(8) Incidental costs shall also include allotted or flat-rate cash expenses, travel expenses (for first class train journeys, if applicable, in a sleeper car), meals, mileage allowance, photocopying costs and similar additional costs

(9) In the case of special liability insurance requirements, the relevant insurance premiums count as ancillary costs.

(10) Furthermore, personnel and non-staff costs for the preparation of reports, expert opinions, etc. should also be considered to be additional costs.

(11) For the performance of a contract, the performance of which execution has been delegated to several persons entitled to exercise the profession, remuneration shall be charged for each of them according to their activity.

(12) Payments and advance payments are, in the absence of other Agreements due immediately after their written assertion. For payments made later than 14 days after the due date, default interest can be charged. In case of mutual business transactions interest on arrears is due in the amount of 8% above the base interest rate as agreed (see §352 UGB).

(13) The limitation period is based on §1486 ABGB and begins with the end of the service or, with a later invoicing, within a reasonable period of time.

(14) A claim can be made against invoices within 4 weeks of the invoice date raised in writing to the person entitled to exercise the profession. Otherwise, the invoice is considered accepted. The acceptance of an into the accounts also counts as acknowledgement.

(15) The application of §934 ABGB within the meaning of §351 UGB, which is the rescission on account of a reduction of more than half for transactions between companies, is waived.

14. Miscellaneous

(1) The person entitled to exercise their profession shall, in addition to the reasonable charges or fee can claim for reimbursement of expenses. They can demand corresponding advances and make their (continued) activity dependent on the payment of these advances. They can also make the delivery of the service result dependant on the full satisfaction of their claims. Reference is made to the statutory right of retention (§471 ABGB, §369 UGB) in this context. If the right of retention is wrongfully exercised, the Person entitled to exercise their profession is only liable in a case of gross negligence up to the amount of the outstanding receivable. In the case of long-term contracts, the provision of further services may be refused until payment for previous services. In case of provision of partial services and open partial remuneration, this applies correspondingly.

(2) After handover of all documents created by the chartered accountant data that must be stored to the client or to the to the following chartered accountant, the person entitled to exercise their profession is entitled to delete the data.

(3) A complaint about the work carried out by the person entitled to exercise their profession, except in the case of obvious essential defects, does not allow retention of the remuneration to which they are entitled pursuant to Para 1

(4) A set-off against claims by the person entitled to exercise their profession of remunerations according to Para 1 is only permitted with uncontested or legally established claims.

(2) The good agreement between the parties involved in the exercise of the person exercising their profession of chartered fiduciary accountant and their clients will be put into effect above all by the clearest possible remuneration agreements.

(3) The minimum chargeable service unit shall be a quarter of an hour.

(4) The travel time is also usually charged to the necessary extent.

(5) Studying the files in one's own law firm, which, according to the nature scope is necessary for the preparation by the person entitled to exercise their profession, can be charged separately.

(6) If an already agreed upon remuneration proves to be ineffective in the event of subsequent emergence of special circumstances or special claims made by the client, renegotiations are

(5) The person entitled to exercise their profession shall, upon request and at the expense of the client hand over all documents which they have obtained on the occasion of their activity from this person. This shall not, however, apply for correspondence between the person entitled to exercise their profession and their client and for the documents which they hold in the original, and for documents which are subject to a retention obligation pursuant to the Directive on Money Laundering. The person entitled to exercise their profession may prepare photocopies of documents which they return to the client or duplicates. The client shall be responsible for the costs in this respect as these transcripts or photocopies may be required for subsequent proof of the proper fulfilment of the professional duties of the Person entitled to exercise their profession.

(6) The contractor shall be entitled, in the event of the termination of the contract to charge an appropriate fee for further questions after the end of the contract and the granting of the access to relevant information on the audited company.

(7) The client shall must collect the documents transferred to the person entitled to exercise their profession within 3 months of the end of the work. In case of failure to collect the transferred documents, the person entitled to exercise their profession may, after two provable requests to the client, to collect the documents that have been handed over, send them back at the client's expense and/or charge deposit fees.

(8) The person entitled to exercise their profession shall be entitled to be compensate and claims for fees due with any custody account balances, clearing funds, fiduciary deposits, or other liquid assets held in their custody, even in the case of express safekeeping, where the client had to compensate a counterclaim from the person entitled to exercise their profession.

(9) To secure an existing or future fee claim the person entitled to exercise their profession is entitled to transfer a tax credit or another tax or contribution credit balance of the client to another account. In this case, the client shall be liable to notify the transfer made. The amount secured can then either in agreement with the client or in the case of enforceability of the fee be claimed.

15. Applicable Law, Place of Performance, Court of Jurisdiction

(1) For the contract, its execution and the claims resulting from them only Austrian law applies

(2) The place of performance is the lawyer's offices of the person entitled to exercise their profession.

(3) For disputes, the court of the place of performance shall have jurisdiction. 16. Supplementary Provisions for Audits

(1) In the case of audits of financial statements conducted with the aim of issuing a formal audit certificate (such as e.g. § 268ff UGB) the contract does not extend, unless written agreements are made to the contrary, to the audit of the question of whether the provisions of tax law or special provisions, such as, for example, the rules on price, restriction of competition and foreign exchange law, are complied with. The final audit also does not include audit of the conduct of operations with regard to economy, efficiency and practicality. Within the framework of the final audit, there is also no obligation to disclose counterfeit accounts and other irregularities.

(2) In the case of audits of annual accounts, if the unqualified or qualified auditors' report can be added to it, should be provided with an audit certificate, which corresponds to the relevant company form.

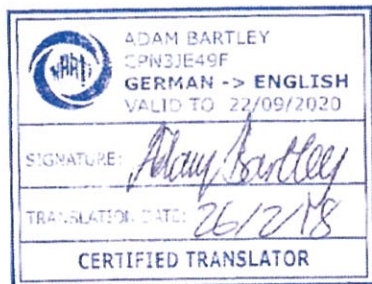
(3) If an annual financial statement with the audit certificate of the auditor is published, this may only take place in the form confirmed by the auditor or in any other form expressly approved by them.

(4) If the auditor revokes the auditor's report, this may not be used again. If the financial statements were released with the Auditor's report, the recall must also be made public.

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

CERTIFICATION

I, Dr Adam Nicholas Bartley, NAATI Certified Professional Translator DE, RU, NL > EN CPN 3JE 49F of 3 Biraban Place, Macquarie ACT 2614 hereby swear that this is a true and accurate translation of the document presented to me on 26/2/2018



Report

on the Audit of the Annual Financial Statements

for

Eurocan Mining Gesellschaft m.b.H. Feldkreuzweg 13, 6830
Rankweil

as at

31 December 2017

1.Copy

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Annex

Financial Statements as at 31 December 2017 I

Declaration of Completeness II

General Terms and Conditions of the Contract for Auditing (AAB) III

Note on Rounding

When adding up rounded amounts and percentages, rounding-related calculation differences may occur due to the use of automatic calculation aids.

1. Contract and Implementation

1 We have been selected by the shareholders of

Eurocan Mining Gesellschaft m.b.H. of Feldkreuzweg 13,
6830 Rankweil

to be the final auditor for the financial year 2017. The managing directors have awarded us accordingly, by letter dated 21 December 2017 the contract to review the annual financial statements as at 31 December 2017 together with the accounting system.

2 The audit was carried out in the months December 2017 to January 2018 with interruptions at our office.

3 For the proper execution of the order contract, Mr Wolfgang Dietrich, auditor and tax consultant, is responsible.

4 As documents for our audit, the accounts, writings and other records of the company were used. The additional explanations and clarifications required by us were provided by the management of the company and the responsible persons named.

5 The audit has been carried out in accordance with § 268 UGB (Unternehmensgesetzbuch/Austrian Corporate Code) as a voluntary audit.

The audit is based on the "General Terms and Conditions for Final Audits" issued by the Chamber of

Public Accountants

(AAB) (Annex III). The AAB not only apply between the company and the auditor, but also to third parties.

6 In our audit we observe the normal professional principles in Austria for the orderly conduct of final audits. The audit did not extend to areas that are usually the subject of special audits.

7 The form and scope of our audit in our working papers were complied with.

8 The managing directors confirmed to us the completeness of the annual financial statements in writing.

2. Breakdowns and Explanations of Items in the Annual Financial Statements

9 All breakdowns and explanations of substantial items in the annual financial statements are included in the Annex to the annual financial statements and in the management Report.

3. Accounting system

10 The business transactions are recorded by documents which are partly created manually and partly automatically; the bookkeeping was handled for the 2017 financial year by the firm Kanzlei Dkfm. Loisch.

The account plan has been adapted to the special requirements of the company. The annual financial statements could be derived directly from the accounts.

The documents have been filed according to systematic and chronological criteria and explain the business transactions sufficiently.

The account entries were made in the financial year in a timely and complete manner; they were systematically correctly allocated.

In order to guarantee the complete, timely and correct recording of the business cases there are internal control mechanisms.

4. Result of the audit and audit opinion

11 Accounting System

In the course of our audit procedures, we have determined compliance with the principles of proper accounting.

12 Annual Financial Statements

The classification of the balance sheet and the profit and loss statement, as well as the valuation of the individual assets and liabilities are accounted for in accordance with the provisions of commercial law. Identifiable risks were adequately covered by reserves.

The Annex contains all information required under the UGB.

13 Explanations and Evidence

The legal representatives issued the required explanations and evidence to a sufficient extent.

14 Reporting According to §273 Para 2 UGB

In the course of carrying out the audit of the financial statements, we have determined that the company had a negative equity of EUR 128,763.75 as of the balance sheet date. The prerequisites for the presumption of a need for reorganisation (§22 Para 1 Subpara 1 URG (Unternehmensreorganisationsgesetz/Company Reorganisation Act)) are met.

Audit Opinion

Report on the financial statements

We have audited the accompanying financial statements for

Eurocan Mining Gesellschaft m.b.H. of Feldkreuzweg 13,
6830 Rankweil

consisting of the balance sheet as at 31 December 2017, of the profit and loss statement for the financial year ending on this reporting date, as well as the Annex.

In our opinion, the accompanying annual financial statements comply with the statutory regulations and provides the truest and fairest view possible of the net assets and financial position as of 31 December 2017, as well as the results of operations for the financial year ending on this balance sheet day in accordance with the Austrian corporate regulations.

Without qualifying the audit opinion for further restrictions, we refer to the remarks in the Annex on the negative equity capital, that as of the balance sheet date the company had a negative equity of EUR 128,763.75. In addition to the subordination agreement mentioned in the Annex there is a binding letter of comfort for SALEM dreiundneunzigste Holding GmbH or, according to the current company name, APC Gold GmbH as a shareholder, valid for the next 18 months up to an amount of EUR 100,000.

Basis for the Audit Opinion

We have performed our final audit of the financial statements in accordance with the Austrian principles of proper auditing. These principles require the application of the International Standards on Auditing (ISA). Our responsibilities in accordance with these regulations and standards are described further in the section "Responsibilities of the Auditor for the Audit of the Annual Financial Statements" in our audit opinion. We are independent of the company in accordance with Austrian corporate and professional regulations, and we have complied with our other professional duties in accordance with these requirements. We are of the opinion that the audit evidence acquired by us is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of the Legal Representatives for the Annual Financial Statements

The legal representatives are responsible for the preparation of the annual financial statements and for ensuring that, in accordance with the Austrian corporate law regulations, this conveys the truest possible image of the assets, liabilities, financial position and profit or loss of the company.

Furthermore, the legal representatives are also responsible for the internal controls that they consider necessary to enable the preparation of annual financial statements which are free from essential - intentional or unintentional – false representations.

In the preparation of the annual financial statements, the legal representatives are responsible for assessing the company's ability to continue its business activities, to disclose matters in connection with the continuation of the business activities – if relevant – as well as the accounting policies to be applied for the continued operation of the business, unless the legal representatives intend either to liquidate the company or to discontinue the business activity or have no realistic alternative to doing so.

Responsibilities of the Auditor for the Audit of the Annual Financial Statements

Our objectives are to obtain reasonable assurance as to whether the annual financial statements are completely free from any significant – intentional or unintentional – false representations and to create an audit opinion, which our audit assessment includes. Reasonable assurance is a high level of certainty but no guarantee that annual financial statements in accordance with the Austrian principles for correct audit of financial statements requiring application of the ISA will always reveal a false representation, if one is present. False representations may result from fraudulent acts or errors and are considered to be substantial, when it could be reasonably expected individually or collectively from them that they could, on the basis of these financial statements, influence financial decisions by their users.

As part of an audit of financial statements in accordance with Austrian principles for an orderly audit of financial statements requiring application of the ISA, we exercise dutiful discretion during the entire audit and maintain a critical attitude.

Furthermore:

- We identify and assess the risks of substantial – intentional or unintentional – false representations in the financial statements, plan audit procedures in response to these risks, conduct them and require evidence of examination, which is sufficient and suitable, to act as a foundation for our audit assessment. The risk, that material misrepresentations resulting from fraudulent actions are not revealed is higher than one resulting from error, as fraudulent actions can include deceitful interactions, frauds, deliberate omissions, misleading representations or the disabling of internal controls.
- We gain an understanding of the internal control system relevant for the audit, audit to plan audit processes, which in the given circumstances are proportionate, but do not aim to deliver an audit assessment on the effectiveness of the internal control system of the company.

- We assess the appropriateness of the accounting methods used by the legal representatives and evaluate whether the estimated values are reasonable as presented by the legal representatives in the financial statements and related information.
- We draw conclusions on the appropriateness of the legal representatives' use of the going concern basis of accounting, as well as, based on the audit evidence obtained, whether material uncertainty exists in connection with events or circumstances that may cast significant doubt on the Company's capacity to continue as a going concern. If we conclude that material uncertainty exists, we are required to draw attention in our audit opinion to the related disclosures in the financial statements or, if such disclosures are inappropriate, to modify our audit opinion. We draw our conclusions on the basis of the audit evidence obtained by the date of our audit opinion. However, future events or circumstances may result in the company's inability to continue as a going concern.
- We assess the overall presentation, structure and content of the annual financial statements, including the information as well as whether the annual financial statements reflect the underlying transactions and events in such a way as to achieve the truest representation possible.

Vienna, 10 January 2018



WD Wirtschaftsprüfungs-
und Steuerberatungs GmbH

Mr Wolfgang Dietrich

ANNEXES

Dkfm, Loisch

Wirtschaftstreuhandgesellschaft m. B. H.

1080 Vienna, Hamerlingplatz 2

Phone 403 14 04 -0

Companies Register Vienna FN 106981 a

Fax 408 75 03

e-mail: office@loisch.at

www.loisch.at

Annual Financial Statements as at

31.12.2017

Eurocan Mining Gesellschaft m.b.H.

Feldkreuzweg 13, 6830 Rankweil

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PREPARATION REPORT

To the management of

Eurocan Mining Gesellschaft m.b.H., 6830 Rankweil, Feldkreuzweg 13.

Report on the preparation of the annual financial statements for Eurocan Mining Gesellschaft m.b.H. as at 31.12.2017:

We have audited the following financial statements for Eurocan Mining Gesellschaft m.b.H. in accordance with our contract as at 31.12.2017 - consisting of the balance sheet, the profit and loss statement and the notes to the financial statements – on the basis of the accounting records and the inventory as well as the requirements for the accounting and valuation methods to be applied.

The basis for the preparation of the financial statements were the activities we carried out (accounting) and the supporting documents, books and inventory records submitted to us, which we have not audited for correctness or plausibility in accordance with our instructions, as well as the information provided to us. It is your responsibility to maintain the books and records and to prepare the inventories and the annual financial statements in accordance with the provisions of the Unternehmensgesetzbuches (Austrian Corporate Code) (UGB) and any supplementary provisions of the articles of association.

You are responsible for the accuracy and completeness of the documents and information made available to us, including to users of the financial statements prepared by us. In this context, we refer to the declaration of completeness signed by you at our request.

We have not conducted any audit or review of the financial statements, nor have we conducted any other audit or investigation and therefore give no assurance (confirmation) as to the financial statements. The observance of insolvency law regulations and regulations under foreign law were not part of the mandate.

The preparation mandate was carried out in compliance with the expert opinion KFS/RL 26 "Principles for the preparation of financial statements". The current version of the General Terms and Conditions for Public Accountants and Tax Consultants (AAB) of the Chamber of Public Accountants and Tax Consultants shall apply to the assignment.

Any disclosure of the financial statements prepared by us to third parties may only be carried out with the addition of the preparation report.

In the event that the financial statements prepared by us are passed on to third parties, the provisions of Point 8 of the AAB for Public Accountants and Tax Consultants of the KWT regarding liability shall apply, also vis-à-vis third parties.

Vienna, 09.01.2018

LEGAL CIRCUMSTANCES

Company: Eurocan Mining Gesellschaft m.b.H.

Business address: 6830 Rankweil, Feldkreuzweg 13

Legal form: GES

Companies Register: 298168h

Financial year: 01.01.2017 to 31.12.2017

Managing Director: Torey Robert Marshall

TAX CIRCUMSTANCES

Tax ID number: 101/1562
VAT number: ATU64658436

BALANCE SHEET to 31.12.2017

Assets

	31.12.2017 EUR	31.12.2016 EUR
A. CURRENT ASSETS		
I. ACCOUNTS RECEIVABLE AND OTHER ASSETS		
I. Other receivables and Assets	414.69	414.62
	414.69	414.82
Total current assets	414.69	414.82
TOTAL ASSETS	414.69	414.82

Liabilities	31.12.2017 EUR	31.12.2016 EUR
A. OWN CAPITAL		
1. NOMINAL CAPITAL		
I. Nominal capital (share capital, equity capital)	35,000.00	35,000.00
	35,000.00	35,000.00
II BALANCE SHEET EARNINGS/LOSS FOR THE BALANCE SHEET	-163,763.75	-145,976.44
Of which profit/loss carried forward	-145,976.44	-132,702.12
Total shareholders' equity	-128,763.75	-110,976.44
B. PROVISIONS		
1. Other provisions.	7,700.00	600.00
	7,700.00	600.00
C. LIABILITIES		
1. Trade payables and services	1,081.20	24,296.27
of which due within less than 1 year	1,081.20	4,591.30
of which due within more than 1 year	0.00	19,704.97
2. Other liabilities	120,397.24	86,494.99
of which due within less than 1 year	35,536.72	0.00
of which due within more than 1 year	84,860.52	86,494.99
	121,478.44	110,791.26
TOTAL LIABILITIES	414.69	414.82

PROFIT AND LOSS STATEMENT

for the financial year of 01.01.2017 to 31.12.2017

	2017 EUR	2016 EUR
1.		
1. OTHER COMPANY INCOME		
a) Income from the reversal of Provisions	100.00	345.11
	100.00	345.11
2.		
2. OTHER OPERATING EXPENSES		
a) Other operating expenses	-16,137.31	-11,557.43
	-16,137.31	-11,557.43
3. OPERATING PROFIT	-16,037.31	-11,212.32
4. EARNINGS BEFORE TAXES	-16,037.31	-11,212.32
5. TAXES ON INCOME AND EARNINGS	-1,750.00	-2,062.00
6. EARNINGS AFTER TAXES	-17,787.31	-13,274.32
7. ANNUAL NET INCOME (+) ANNUAL NET LOSS (-)	-17,787.31	-13,274.32
8. PROFIT/LOSS BROUGHT FORWARD	-145,976.44	-132,702.12
9.		
NET PROFIT (+) NET LOSS (-)	-163,763.75	-145,976.44

DETAIL ASSETS

	31.12.2017 EUR	31.12.2016 EUR
A. UMLAUFVERMÖGEN		
I RECEIVABLES AND OTHER ASSETS		
1. OTHER RECEIVABLES AND ASSETS		
3500 Clearing account tax office	177.77	0.00
3630 Clearing account VAT payment account	236.92	414.82
	414.69	414.82
<hr/> Total receivables and other assets	<hr/> 414.69	<hr/> 414.82
<hr/> Total current assets	<hr/> 414.69	<hr/> 414.82
<hr/> TOTAL ASSETS	<hr/> 414.69	<hr/> 414.82

DETAIL LIABILITIES

	31.12.2017 EUR	31.12.2016 EUR
A. EQUITY CAPITAL		
I NOMINAL CAPITAL (SHARE CAPITAL)		
9000 Share capital	-35,000.00	-35,000.00
Total nominal capital	-35,000.00	-35,000.00
II. NET PROFIT (NET LOSS)		
9392 Annual loss	17,787.31	13,274.32
9395 Loss carried forward	145,976.44	132,702.12
Total balance sheet profit (loss)	163,763.75	145,976.44
Total equity capital	128,763.75	110,976.44
B. PROVISIONS		
1. OTHER PROVISIONS		
3060 Provision for consultancy costs	-600.00	-600.00
3061 Provision for audit of the balance sheet	-7,100.00	0.00
	-7,700.00	-600.00
Total provisions	-7,700.00	-600.00
C. LIABILITIES		
1. PAYABLES FROM TRADE AND SERVICES		
3300 Domestic trade payables	-1,081.20	-4,591.30
3301 Trade accounts payable (maturity > 1 year)	0.00	-19,704.97
	-1,081.20	-24,296.27
of which due within less than 1 year	-1,081.20	-4,591.30
of which due within more than 1 year	0.00	-19,704.97
2. OTHER LIABILITIES		
other		
3420 Clear. acct. Eurocan Mining Gesellschaft m.b.H. of Anstalt	-84,860.52	-50,539.17
3421 Clear. acct. Dr Hans R. Kiob	0.00	-18,559.56
3422 Clearing account Salem dreiundneunzigste Holding GmbH	-35,536.72	0.00
3450 Loans	0.00	-17,396.26
	-120,397.24	-86,494.99
	-120,397.24	-86,494.99
of which due within less than 1 year	-35,536.72	0.00
of which due within more than 1 year	-84,860.52	-86,494.99
Total liabilities	-121,478.44	-110,791.26
TOTAL LIABILITIES	-414.69	-414.82

DETAIL PROFIT AND LOSS STATEMENT

for the financial year from 01.01.2017 to 31.12.2017

	2017 EUR	2016 EUR
1. 1. OTHER COMPANY INCOME		
a) Income from the reversal of provisions		
4700 Income from the reversal of provisions	100.00	345.11
	100.00	345.11
	100.00	345.11
2. OTHER OPERATING EXPENSES		
a) Occupancy expenses		
7410 Location rent	-1,200.00	-1,200.00
	-1,200.00	-1,200.00
b) Advertising and similar expenditure		
7653 Hospitality non-deductible	-26.89	0.00
7654 Hospitality 10%	-21.18	0.00
7655 Hospitality 20%	-5.71	0.00
	-53.78	0.00
c. Travel and journey expenses, training costs		
7331 Travel expenses	0.00	-41.27
	0.00	-41.27
d) Office expenses, IT costs		
7600 Office material	-156.99	-168.67
	-156.99	-168.67
e) other operating expenses		
7750 Tax advice	-1,395.00	-600.00
7755 Audit expenditure	-7,100.00	0.00
7765 Other fees	-3,473.14	-6,746.69
7780 Membership fees and dues	-142.40	-184.80
7781 Free prospecting fees	-2,616.00	-2,616.00
	-14,726.54	-10,147.49
	-16,137.31	-11,557.43
3. OPERATING PROFIT	-16,037.31	-11,212.32
4. EARNINGS BEFORE TAXES	-16,037.31	-11,212.32
5. TAXES ON INCOME AND EARNINGS		
8510 Corporate tax	-1,750.00	-1,750.00
8514 Corporate tax additional payments for prior periods	0.00	-312.00
	-1,750.00	-2,062.00
6. EARNINGS AFTER TAXES	-17,787.31	-13,274.32

for the financial year from 01.01.2017 to 31.12.2017

	2017 EUR	2016 EUR
7. ANNUAL NET INCOME ANNUAL NET LOSS (-)	-17,787.31	-13,274.32
8. PROFIT/LOSS CARRIED FORWARD PREVIOUS YEAR <i>8961 Loss carried forward</i>	-145,976.44	-132,702.12
9. NET PROFIT NET LOSS (-)	<u>-163,763.75</u>	<u>-145,976.44</u>

ANNEX

for

**Eurocan Mining Gesellschaft m.b.H.
Rankweil
for the financial year
from 01.01.2017 to 31.12.2017**

Accounting and Valuation Policies

General Principles

The annual financial statements have been prepared in accordance with the provisions of the Austrian Commercial Code (UGB) as amended.

The profit and loss statement has been prepared in graduated form according to the total cost method.

Items that are required to be disclosed, which have been combined in the balance sheet and the income statement, are broken down in the annexes accordingly.

The annual financial statements have been prepared in accordance with generally accepted accounting principles and in compliance with the general standard to give the truest possible view of the net assets, financial position and results of operations of the company.

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

The principle of the individual valuation was applied when assessing the individual assets and liabilities.

Furthermore, the valuation was based on the assumption that the company will be continued.

The principle of prudence was taken into account by the fact that only the profits realised on the balance sheet date were disclosed. Identifiable risks and impending losses arising in the financial year or earlier have been taken into account, even if these circumstances only arose between the balance sheet date and the date of preparation of the annual financial statements.

Estimates are based on a prudent assessment. To the extent that statistically ascertainable experience from similar circumstances exists, the enterprise has taken these into account in the estimates.

Amounts without currency are amounts in euros.

Fixed assets

The development of the individual fixed asset items and the breakdown of annual depreciation by individual items are shown in the statement of changes in fixed assets.

For the additions in the first half of the fiscal year, the full annual depreciation is applied; for the additions in the second half, half of the annual depreciation is offset.

Impairment losses are recognised to the extent that the carrying amount is necessary at a lower value or permitted under special tax regulations.

Current assets

Receivables and other assets are recognised at their nominal value. Specific valuation allowances are set up for identifiable risks.

Receivables denominated in foreign currencies are valued at the rate at which they arise or at the lower exchange rate at the balance sheet date.

Provisions

In measuring the provisions, all discernible risks and impending losses are taken into account in accordance with legal requirements.

Other provisions were shown in the amount of the settlement amount.

Liabilities

Liabilities are stated at their settlement amount (previous year: repayment amount). Liabilities denominated in foreign currencies are valued at the rate at which they arise or at the higher of the exchange rate at the balance sheet date.

Equity capital

Negative stockholders' equity

As of the balance sheet date, the company had negative equity of EUR 128,763.75 (previous year: EUR 110,976.44).

According to the subordination agreement of 03.01.2018, the shareholder confirms that he subordinates his claims of EUR 84,860.52 to the claims of the other creditors against the company.

Liabilities

Liabilities

	Book value in EUR	Remaining term			>5 years Previous year EUR
		< 1 year In EUR	1-5 years in EUR	> 5 years in EUR	
Accounts payable from trade and services	1,081.20	1,081.20	0.00	0.00	0
Other liabilities	120,397.24	69,858.07	50,539.17	0.00	0
Total	121,478.44	70,939.27	50,539.17	0.00	0

Members of the Management Board

During the financial year, the following was a member of the Management Board:

until 11.12.2017 Dr Hoop Gerold

from 11.12.2017 Mr Torey Robert Marshall

Average number of employees

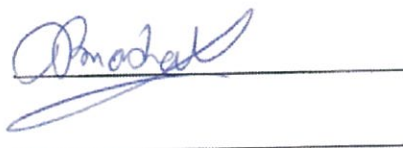
The average number of employees during the financial year, broken down into employees and salaried employees, is as follows:

	2017	Previous
Total number of employees	0	0
Of which employees	0	0
Of which salaried employees	0	0

Signing of the annual financial statements by management

Rankweil, 09.01.2018

Torey Robert Marshall



SUPPLEMENTS TO THE ANNEX

ASSETS ANALYSIS

Account name	Acq. Value 01.01.2017	Entry	Disposal	Rebook.	Acq. Value 31.12.2017	Appr.	Deprec.	Book value 01.01.2017	Book value 31.12.2017	Total Deprec.
INTANGIBLE ASSETS										
1. Concessions, industrial property rights and similar rights and benefits as well as derived licenses	756.90	0.00	0.00	0.00	756.90	0.00	0.00	0.00	0.00	756.90
	756.90	0.00	0.00	0.00	756.90	0.00	0.00	0.00	0.00	756.90
TOTAL AMOUNT										
	756.90	0.00	0.00	0.00	756.90	0.00	0.00	0.00	0.00	756.90

DEPRECIATION TABLE

Account name	Cum. Deprec. Deprec. at to 01.01.2017 as at 01.01.2017 Existing	Deprec. at Additions 2017	Deprec. at Appreciation 2017	Deprec. at Rebook. 2017	Cum. deprec. on disposals 2017	Cum. Deprec. as at 31.12.2017	Acct. of interest acc. to \$203 Para 4
INTANGIBLE ASSETS							
1. Concessions, industrial property rights and similar rights and benefits from them, as well as derived licenses	756.90	0.00	0.00	0.00	0.00	756.90	0.00
	756.90	0.00	0.00	0.00	0.00	756.90	0.00
TOTAL AMOUNT							
	756.90	0.00	0.00	0.00	0.00	756.90	0.00

Declaration of Completeness

To
Mr Wolfgang Dietrich
WD Wirtschaftsprüfungs-
und Steuerberatungs GmbH
Wagramerstraße 4, Bürohaus Top 5
1220 Vienna

Company stamp of the client

Annual Financial Statements for the Financial Years 2015, 2016, 2017

I (we) hereby declare to you as auditors as the
~~executive board member(s) / managing director /~~ managing partner /

^{1:}
~~individual entrepreneur obligated for the creation of the annual financial statements the following~~

A. Clarifications and Evidence

The clarifications and evidence you have requested in accordance with §272 of the UGB (Unternehmensgesetzbuch/Austrian Commercial Code) have been submitted to you fully and to the best of our knowledge and belief. The following persons were identified to you as respondents:

Ms Elke Sommer, Mr Klob, Mr Torey Robert Marshall

These people have been instructed by me (us) To give you all the necessary and desired information and evidence as correctly and completely.

B. Accounts and Documents

1. I (we) have made sure that the accounts and documents of the Company have been provided to you in full. The documents also include in particular also contractual agreements with external cost centres, work instructions and other organisational documents necessary for the understanding of the bookkeeping system.

2. The accounts presented include all business transactions that are required to be recorded for the above-mentioned financial year.

3. I have (we have) ensured that, within the framework of the legal storage obligations and deadlines, even the unprinted data is available at all times, and can be made legible within a reasonable period of time, and the entries in in the order of accounts.

¹ Please cross out lines of text that are not relevant and answers that do not apply.

C. Annual Financial Statement

1. In the annual financial statements to be audited by you, all assets, liabilities, risks (e.g. impending losses from suspended transactions) and accruals that are required to appear in the balance sheet are taken into account, all expenses and income are included and all necessary disclosures are made.

2. The accounting and valuation methods applied correspond to Austrian accounting regulations. Essential assumptions that I (we) have made when making estimates, including the estimate of carrying amounts, have been notified to you.

3. The company is the legal or economic owner of all assets notified in the annual financial statements. All rights of lien and encumbrance in rem based on these assets, are disclosed at fair value in accordance with the Austrian accounting principles.

4. An overview of

- all firms, with which the company was associated in the financial year (§ 228 Para 3 UGB (Unternehmensgesetzbuch/Austrian Corporate Code)),
 - all companies in which an equity interest was held during the financial year (§228 Para 1 and 2 UGB),
 - all other related parties
- has been given to you.

5. All transactions with and between related parties and persons and the resulting receivables and payables were shown correctly in the accounting system, and fully recorded. These transactions and their resulting receivables and liabilities (including contingent liabilities) were, to the extent that they in accordance with the legal regulations are to be disclosed, have been correctly disclosed and indicated. Through the structure of these transactions, the annual financial statements were not influenced in any way, so that it does not provide a true view of the assets, financial position and results of operations.

6. The annual financial statements include all necessary information on relationships to related companies and persons, as well as transactions with and between them.

7. In the past financial year, the company has (delete where not applicable)

- made use of products involving exchange rates or interest rates, swaps, options, commodity futures among others Financial products or derivatives.
- used none of the abovementioned products in any form at all.

As of the balance sheet date, the following transactions with the following volume (transaction or risk volumes, such as the market value of the contract volume, etc.) are open:

• I confirm (we confirm), has not used any settlement transactions such as, e.g. options, other financial derivatives, compensation transactions or that these are fully recorded in the annex.

8. I have (we have) taken into account all the facts and the resulting financial obligations either in full in the annual financial statements or – insofar as they are not recorded in the annual financial statements – have declared them in an annex to the declaration. In the absence of such information or endorsements, these matters will not be available on the reporting date. Such matters can, for example, be:

- a) Contingent liabilities from the issuance and transfer of bills of exchange, from sureties from warranties and other legal and contractual liability relationships;
- b) Letters of comfort;
- c) Statutory and contractual collateral for liabilities (including contingent liabilities), e.g. liens, ownership by way of security and other rights of ownership in balance sheet shareholdings in relation to the relationship with staff or shareholders;
- d) Contingencies arising from the provision of sureties on items and rights for third party liabilities;
- (e) Obligations to return assets recognised in the balance sheet and redemption obligations for assets not shown in the balance sheet;
- f) Legal disputes and other disputes that are important for the assessment of the economic situation of the company;
- (g) Existing or impending public law requirements that are relevant for the financial situation and the future earnings situation of the company;
- h) Contracts or other legal issues arising from their subject matter, which due to their subject, their duration or for other reasons are or could become important for assessing the economic situation company, in particular

- Contracts with suppliers, customers, shareholders and affiliated companies,
- Service, labour and pension contracts (the value of existing reinsurance policies was recognised as assets),
- Leases and other long-term non-terminable asset leases,
- Joint and consortium agreements,
- Obligations arising from options granted to third parties and irrevocable offers,
- Trust deeds,
- Contracts for obligations to be fulfilled out of profit,
- Agreements on contractual penalties that go beyond the extent customary in the industry,
- Unconventional restrictions on dissolutions and termination in contracts that could lead to a material adverse effect on the economic situation of the company;

- i) Use of the safeguard clause (failure to provide information in accordance with §241 UGB);
- j) The total amount of other financial commitments not included in the balance sheet and also not to be disclosed in accordance with §199 UGB, insofar as this information is important for the assessment of the company's financial position;
- k) Events after the balance sheet date that are important for the valuation at the balance sheet date;
- l) Any special circumstances which could affect the communication of a picture which is as faithful as possible of the net assets, financial position and results of operations of the company.

9. The advances and loans granted and the contingent liabilities entered into, which fall under §239 Para 1 subparagraph UGB, the expenses for pensions and severance payments in accordance with § 239 Para 1 subparagraph 3 UGB and the remuneration in accordance with § 239 Para 1 subparagraph 4 UGB are given fully in the Annex.

D. Management Report

1. The management report includes all of the information required in §243 and for exchange-listed companies in §243a UGB and is consistent with the annual financial statements.
2. The course of business, the position of the company and the main risks and uncertainties to which the company is exposed are accurately presented. The analysis also refers to the important financial and, where applicable, non-financial performance indicators, including information on the environmental and employee concerns.
3. Where applicable, the management report also includes
 - Operations of special importance after the end of the financial year,
 - The probable development of the company,
 - The field of research and development and
 - The use of financial instruments, provided that this is necessary for the assessment of the asset, and financial position and the results of operations.

E. Internal Control System

1. We consider the design implemented (conceptual design, implementation, ongoing adaptation and further development) for the internal control system (§82 AktG (Aktiengesetz/Stock Corporation Act)) or §22 GmbHG (Gesetz betreffend die Gesellschaften mit beschränkter Haftung/Limited Liability Company Act) reasonable. Failures or major shortcomings in the internal control system were not and also are not present at the moment / have been notified to you by us fully.

By the internal control system, I understand (we understand) the process by which – the effectiveness and efficiency of the operating activities (including the protection of the assets from losses due to damage and misappropriations), – the reliability of the financial reporting and

– the compliance with the legal regulations relevant to the company is monitored and controlled to prevent the achievement of the company's goals being affected by the occurrence of business risks.

2. Within the framework of the internal control system, I have (we have) also implemented the corresponding organisational measures
 - for the prevention or detection of violations by employees, and–
 - to ensure that transactions with and between related companies and persons are recorded as such in the accounts and disclosed in accordance with the applicable accounting standards.
3. The results of our assessment of the risks that the annual financial statements and the management report could contain material misrepresentations due to infringements, has been notified by me (us).
4. All companies known to me (us) or suspected by me (us) to be under investigation relevant violations, in particular those committed by the legal representatives and other managers, by employees who have a significant role in the internal control system and other persons whose infringements could have had a material impact on the Financial statements and the management report, we have notified to you. /We have no knowledge of them.
5. All allegations of committed or suspected infringements made to me (us) by employees, former employees, analysts, supervisory authorities, and other persons, which could have a material effect on the annual financial statements and the management report of the company being audited have been notified to you by us. /We have no knowledge of them.

F. Completeness of the Information

1. You have been provided with all records, documentation and information on unusual matters of which the management was aware, as well as all other audit-relevant information.

2. I have (we have) provided you without omission with the names of those banks with which the company had a bank account during the financial year, as well as all bank accounts existing during the financial year. for the company. I confirm / We further confirm that we have also fully disclosed those bank details and bank accounts, which, although they do not belong to the company, nevertheless should be allocated to the company.

3. I have (we have) made available to you all the minutes of shareholder meetings, supervisory board / advisory board meetings, as well as meetings of the management board (managing directors)

G. Additions, Remarks and References to Annexes

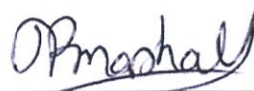
A compilation of the uncorrected misrepresentations is enclosed. I (we) confirm their significance of these misstatements in relation to the entire annual financial statements.

A compilation of the corrected misrepresentations is enclosed.²

H. Release from Confidentiality Requirement

I (we) hereby declare that I (we) agree that you must report on the results of your examination. to our parent company/companies or to their authorised annual auditor,

Signatures of the legal representatives with an indication of the date of the signature



²where applicable

General Terms and Conditions for Closure Audits (AAB AP 2011)

Excerpt from the Decision of the Board of Directors of the Chamber of Chartered Accountants and Tax Consultants in a resolution dated 8.3.2000 on the application of recommended general standards Contractual terms and conditions for the professions of accountancy, including parts of the Preamble and Points 1 to 16 of Part I Adapted by the working group for fee questions and terms and conditions on 23.5.2002, on , on 18.12.2006, on 31.8.2007, on 26.2.2008, on 30.06.2009 and on 22.3.2010, as well as on 21.02.2011.

Preamble and General Information

- (1) Will not be printed.
- (2) For all parts of the terms and conditions of the contract, the following shall apply if individual Provisions should be ineffective, this does not harm the effectiveness of the remaining provisions. The ineffective provision must be replaced by a valid provision, which comes as close as possible to the desired goal.
- (3) Furthermore, for all parts of the terms and conditions it is also apply, that to exercise an accounting position, the authorised person is required to proceed when providing the agreed service according to the principles of the proper practice of the profession. They are entitled to employ suitable employees to deliver the service under the contract.
- (4) Lastly, for all parts of the terms and conditions of the contract it is the case that foreign law is only to be taken into account by the authorised person by express written agreement.
- (5) The work carried out in the office of the person entitled to exercise their profession may be at the choice of the person entitled to exercise their profession without the use of electronic data processing. In the case where electronic data processing is implemented, the client, not the persons entitled to exercise their profession, is obligated to carry out the registrations or notifications required under the DSG (Datenschutzgesetz/Data Protection Act).
- (6) The client shall ensure that the staff of the person entitled to exercise their profession, during and within one year of the termination of the contractual relationship is not employed in their company or one of the related companies, otherwise he/she will be liable to make an annual payment for the transferred employee to the person entitled to exercise their profession.

PART I

1. Scope of Application

- (1) The terms and conditions of Part I shall apply to contracts concerning (legal and voluntary) audits with and without an audit certificate, expert opinions, judicial expert opinions, the preparation of annual reports and other financial statements, tax advisory services and on other matters in the framework of the activities to be performed, with the exception of maintaining the accounts, carrying out personnel administration and the tax settlement.

- (3) A person entitled to exercise their profession at an authority (e.g. a tax authority or Social security institution) may consider an electronically submitted application form not signed by them or by a transferring agent respectively .

3. Obligation to Inform the Client; Declaration of Completeness

- (1) The client shall ensure that for the person entitled to exercise the profession, even without their special request, all documents required for the execution of the documents are submitted in good time and they are informed of all events and circumstances that could be relevant for the execution of the contract. This also applies to the documents, procedures and circumstances which only become known during the activity of the person entitled to exercise their profession.
- (2) The client shall confirm to the person entitled to exercise their profession the completeness of the documents submitted and the information provided, and Declarations in the case of inspections, expert opinions and expert activity in writing. This declaration of completeness can be submitted on the usual professional forms.
- (3) If, in the preparation of annual accounts and other financial statements by the client substantial risks have not been disclosed in this respect there are no obligations to indemnify for the contractor.

4. Ensuring Independence

- (1) The client shall be obliged to take all precautions to the independence of the staff of the person entitled to exercise their profession from being endangered, and must themselves refrain from any endangerment of this independence. This applies in particular to offers of employment and for making offers to place orders on own account.
- (2) The client agrees that their personal data, namely their name as well as its type and scope, including the period of performance of the services agreed between the person entitled to exercise their profession and the client (both audit and non-audit services) for the purpose of the Verification of the existence of bias or reasons for exclusion in accordance with §9271 ff UGB in the information network, to which the person entitled to exercise their profession belongs and for this purpose is sent to other members of the information network (network) is also transmitted abroad (a list of all information recipients shall be sent to the client upon request by the contracted person authorised to exercise this profession). For this purpose, the client releases the person entitled to exercise their profession in accordance with the Datenschutzgesetz (Data Protection Act) and in accordance with § 91 Para 4 subparagraph 2 WTBG (Wirtschaftstreuhänderberufsgesetz/Act on Professions in the Field of Public Accounting) expressly from their confidentiality requirement. The client shall also take note in this context of the fact that in states, which are not members of the EU, a lower level of data protection can apply than in the EU. The client can at any time revoke this approval in writing to the person entitled to exercise the profession.

(2) The terms and conditions shall apply, if their application is expressly or tacitly agreed. In addition, the the absence of an agreement is an aid to interpretation.

(3) Point 8 shall also apply vis-à-vis third parties who have been appointed by the contractor for the purpose of performance of the contract in individual cases.

2. Scope and Performance of the Contract

(1) Reference is made to paragraphs 3 and 4 of the Preamble.

(2) If the legal situation changes after the submission of the final professional written and verbal report, then the person entitled to exercise their profession is not obliged to inform the client of any changes or the consequences thereof. This also applies to completed parts of a contract.

5. Reporting

(1) In the case of audits and expert opinions, unless otherwise agreed a written report must be created.

(2) If the person entitled to exercise their profession gives an indication of the results of their activity in a written statement, they shall not be liable for oral statements concerning those results. For declarations not confirmed written and information provided by employees, the person entitled to exercise their profession is not liable.

(3) All information and statements by the person entitled to exercise their profession and their employees are only binding if they are made in writing or confirmed in writing. Written opinions only include those which are signed by the company. In No way does information count as a written opinion in electronic form, in particular not by e-mail.

(4) In the case of electronic transmission of information and data, transmission errors cannot be excluded. The person entitled to exercise the profession and their employees are not liable for damages caused by the electronic data transmission. The electronic transmission takes place exclusively at the risk of the client. The client is aware that when using the Internet, confidentiality is not guaranteed. Furthermore, there are amendments or additions to documents, which may only be sent with express consent.

(5) The receipt and forwarding of information to the persons entitled to practise their profession and their employees by telephone – especially in combination with automatic telephone answering systems, fax, e-mail and other electronic means of communication – cannot always be guaranteed. Contracts and important information are only then considered as being received by the person entitled to exercise their profession if they have also been received in writing, unless in individual cases receipt is expressly confirmed. Automatic transmission and reading confirmations are not considered to be such. express acknowledgements of receipt. This applies in particular for the transmission of notices and other information on time limits. Critical and important messages must therefore be sent by mail or courier to the persons entitled to exercise the profession. The delivery of documents to employees outside the office is not considered as a delivery.

(6) The client agrees that they shall receive from the person entitled to exercise the profession recurrent general tax law and general business law information transmitted electronically. This does not relate in this case to unsolicited information pursuant to §107 TKG (Telekommunikationsgesetz/Telecommunication Act).

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

(1) The client shall ensure that for the reports issued in the framework of the contract by the person entitled to exercise the profession, any expert opinions, organisation plans, drafts, drawings, calculations and the like may only be used for contractual purposes (e.g. pursuant to §44 Para 3 EStG (Einkommensteuergesetz/Income Tax Act) 1988). Otherwise, the passing on of professional written as well as oral statements by the person entitled to exercise their profession to a third party for use requires the written consent of the person entitled to exercise their profession.

(2) The use of professional written as well as verbal expressions made by the person entitled to exercise their profession for advertising purposes is not permitted; a violation entitles the person entitled to exercise their profession to terminate without notice all contracts from the client not yet executed.

(3) The person entitled to exercise their profession shall retain the intellectual property right to their services. The granting of licences for the use of works remains the subject to the written approval of the person entitled to exercise their profession.

7. Rectification of Defects

(1) The person entitled to exercise their profession shall be entitled and obliged to retroactively remedy inaccuracies and shortcomings in their professional written as well as verbal statements, and is obligated, to inform the client thereof without delay. They are also entitled to inform third parties informed of the original statement of the change.

(2) The client is entitled to the free removal of inaccuracies, insofar as they are the responsibility of the contractor; this entitlement expires six months after the service has been rendered by the persons entitled to exercise their profession or – if a written statement is not made – six months after the termination of the disputed activity of the person entitled to exercise their profession.

(3) In the event of failure to rectify any defects the client has a right to a reduction of the purchase price. Furthermore, in so far as there are claims for damages, point 8 applies.

(4) If §275 of the Austrian Commercial Code (UGB) applies to activities by virtue of mandatory law, the liability norms of §275 UGB shall apply, insofar as they are mandatory law even if the execution of the contract was assigned to several persons or several persons were involved in the replacement required acts have been committed, and without regard to whether other parties have acted intentionally.

(5) In cases where a formal audit certificate is issued, the limitation period shall commence at the latest with the granting of the audit opinion.

(6) If the activity is carried out with the involvement of a third party, e.g. a data processing company, and the customer is informed of this according to the law and the conditions of the third party warranty claims and claims for damages arising against the third parties are assigned to the client. The person entitled to exercise their profession is liable only for fault in selecting the third party.

(7) A liability of the person entitled to exercise their profession towards a third party shall not be established upon distribution of professional written and oral statements by the client without the consent or knowledge of the person entitled to exercise the profession.

(8) The above provisions shall not only apply in relation to the client, but also towards third parties, insofar as the exceptionally, the person entitled to exercise their profession should nevertheless be liable for their activity to them. A third party cannot, in any case, make any claims that are based on a possible claim by the client. The maximum amount of liability applies only once for all injured parties, including the claims for compensation by the client themselves, even if several persons (the client and one or more third parties) have been injured; injured parties are satisfied according to their pre-emption.

9. Confidentiality Requirement, Data Protection

(1) Pursuant to §91 WTBG, the person entitled to exercise their profession is obliged to keep confidential all matters made known to them in relation to their activities for the client and keep them confidential, unless the client releases them from this obligation of confidentiality or legal obligations to make statements arise.

(2) The person entitled to exercise their profession may only deliver reports, expert opinions and other written statements about the results of its activities to third parties with the consent of the client, unless there is a statutory requirement to do so.

(3) The person entitled to exercise their profession shall be authorised to process personal data within the scope of the purpose of the contract or have it processed by third parties in accordance with Point 8 Para 6. The person entitled to exercise their profession guarantees according to §15 of the Data Protection Act, the obligation to comply with data security. The material provided to the person entitled to exercise the profession (data carriers, data, control numbers, analyses and programs) as well as all the results of the implementation of the work shall generally be returned to the client in accordance with §11 of the Data Protection Act, unless there is a written order from the client, to pass on material or results to third parties. The person entitled to exercise the profession undertakes to take precautionary measures to ensure that the client can meet their duty of disclosure according to §26 Data Protection Act. The necessary orders from the client are to be sent in writing to the person entitled to exercise the profession. Provided that for such information work no fee has been agreed upon, the client should be charged according to the actual expenditure. The obligation to inform the affected persons or for registration in the data processing register must be fulfilled by the client, unless otherwise expressly agreed in writing.

10. Termination

8. Liability

(1) The person entitled to exercise their profession shall only be liable for intentional and grossly negligent a culpable breach of the obligations assumed.

(2) In the case of gross negligence, the liability for compensation of the person entitled to exercise their profession shall at most amount to the minimum insurance amount of the professional indemnity insurance according to §

11 Act on Professions in the Field of Public Accounting (Wirtschaftstreuhänderberufsgesetz/WTBG) in version applicable.

(3) Any claim for damages may be lodged only within six months after the claimant(s) have been informed of the damage, but no later than within three years of occurrence of (primary) damage after the event giving rise to the claim where other limitation periods are not set out in legal provisions.

(1) Unless otherwise agreed in writing or prescribed by compulsorily mandated by law, the contracting parties shall be entitled to terminate the contract

at any time with immediate effect. The fee entitlement is determined according to Point 12.

(2) A long-term contract – always to be accepted in case of doubt – (also with a

flat-rate fee) may, however, unless otherwise agreed in writing, be terminated without good cause (cf. §88

Para 4 WTBG) only under observance of a period of three months before the end of the contract

until the end of a calendar month.

(3) In the case of a terminated long-term contractual relationship – except in the case of Para 5 – only those individual works for the remaining contractual status, the complete or predominant execution of which is possible within the period of notice, whereby annual financial statements and

annual tax returns within 2 months of the balance sheet date should be considered to be predominantly executable. In this case they are also to be completed within the usual professional deadline, provided that all

necessary documents are made available without delay and where there is no important reason in accordance with §88 Para 4 WTBG.

(4) In the event of termination in accordance with Para 2, the client shall be entitled to make known within a period of one month in writing, which works at the time of termination of the contractual relationship are considered to be to be still in a contractual state to complete.

(5) In the event of a failure to disclose works still to be executed within this period of time, the long-term contract for completion of the of the works begun at the date of receipt of the notice of termination is considered to have ended.

(6) If, in the case of a long-term contract relationship within the meaning of Paras 2 and 3

- regardless of the reason - more than 2 similar works, usually only to be produced once a year only (for example, annual accounts, tax returns, etc.) have to be prepared, the additional works only count with the express consent of the client towards the remaining order backlog. For this reason, the client must be expressly notified in the notification referred to in paragraph 4 if applicable.

11. Default in Acceptance of Performance and Failure by the Client to Cooperate

If the client arrives defaults on the acceptance of the services performed by the person entitled to exercise the profession or the customer refrains from providing cooperation to them required under Point 3 or otherwise, the person entitled to exercise their profession shall be entitled to immediate termination of the contract. Their fee claims are determined in accordance with Point 12. Default of acceptance and neglected cooperation on the part of the client shall also then justify the entitlement of the person entitled to exercise their profession to compensation for the additional expenses for them and the damage caused, if the person entitled to exercise their profession does not exercise their right to terminate the contract.

12. Fee Entitlement

(1) If the execution of the contract is not carried out (e.g. due to termination), the agreed remuneration shall nevertheless be due to the person entitled to exercise the profession, if they were willing to perform and due to circumstances, the cause of which was on the part of the customer, they been prevented from doing so (§1168 ABGB (Allgemein Bürgerliches Gesetzbuch/Austrian Civil Code)); the person entitled to exercise their profession does not in this case have to deduct what they earn from different use of their and their staff's labour or refrains from earning.

(2) If there is a failure to provide cooperation required for the work by the client, the person entitled to exercise their profession is also entitled to set them a reasonable period of grace with the declaration that, after fruitless expiry of the deadline, the contract is deemed to be cancelled, otherwise the consequences of Para 1 shall apply.

(3) If the person entitled to exercise their profession terminates without serious cause at an inopportune time, then they shall be liable to the client for the resulting damage in accordance with Point 8.

(4) If the client – with reference to the legal situation – agrees that their previous representative shall duly carry out the assignment, the contract must also be executed.

13. Fee

(1) Unless expressly stated otherwise, free of charge, but also where nothing else is agreed, an appropriate remuneration pursuant to §1004 and §1152 ABGB is owed. Unless there is evidence that another agreement has been made, the payments by the client must always be charged against the oldest debt. The fee entitlement of the person entitled to exercise their profession results from the legal agreement made between them and their client.

with the aim of agreeing an appropriate fee retrospectively, usual. This is also usual for insufficient flat-rate fees.

(7) The persons entitled to exercise their profession shall offset the ancillary costs and the additional value added tax.

(8) Incidental costs shall also include allotted or flat-rate cash expenses, travel expenses (for first class train journeys, if applicable in a sleeper car), meals, mileage allowance, photocopying costs and similar additional costs

(9) In the case of special liability insurance requirements, the relevant insurance premiums count as ancillary costs.

(10) Furthermore, personnel and non-staff costs for the preparation of reports, expert opinions, etc. should also be considered to be additional costs.

(11) For the performance of a contract, the performance of which execution has been delegated to several persons entitled to exercise the profession, remuneration shall be charged for each of them according to their activity.

(12) Payments and advance payments are, in the absence of other Agreements due immediately after their written assertion. For payments made later than 14 days after the due date, default interest can be charged. In case of mutual business transactions interest on arrears is due in the amount of 8% above the base interest rate as agreed (see §352 UGB).

(13) The limitation period is based on §1486 ABGB and begins with the end of the service or, with a later invoicing, within a reasonable period of time.

(14) A claim can be made against invoices within 4 weeks of the invoice date raised in writing to the person entitled to exercise the profession. Otherwise, the invoice is considered accepted. The acceptance of an into the accounts also counts as acknowledgment.

(15) The application of §934 ABGB within the meaning of §351 UGB, which is the rescission on account of a reduction of more than half for transactions between companies, is waived.

14. Miscellaneous

(1) The person entitled to exercise their profession shall, in addition to the reasonable charges or fee can claim for reimbursement of expenses. They can demand corresponding advances and make their (continued) activity dependent on the payment of these advances. They can also make the delivery of the service result dependant on the full satisfaction of their claims. Reference is made to the statutory right of retention (§471 ABGB, §369 UGB) in this context.

If the right of retention is wrongfully exercised, the Person entitled to exercise their profession is only liable in a case of gross negligence up to the amount of the outstanding receivable. In the case of long-term contracts, the provision of further services may be refused until payment for previous services. In case of provision of partial services and open partial remuneration, this applies correspondingly.

(2) After handover of all documents created by the chartered accountant data that must be stored to the client or to the to the following chartered accountant, the person entitled to exercise their profession is entitled to delete the data.

(3) A complaint about the work carried out by the person entitled to exercise their profession, except in the case of obvious essential defects, does not allow retention of the remuneration to which they are entitled pursuant to Para 1

(4) A set-off against claims by the person entitled to exercise their profession of remunerations according to Para 1 is only permitted with uncontested or legally established claims.

- (2) The good agreement between the parties involved in the exercise of the person exercising their profession of chartered fiduciary accountant and their clients will be put into effect above all by the clearest possible remuneration agreements.
- (3) The minimum chargeable service unit shall be a quarter of an hour.
- (4) The travel time is also usually charged to the necessary extent.
- (5) Studying the files in one's own law firm, which, according to the nature scope is necessary for the preparation by the person entitled to exercise their profession, can be charged separately.
- (6) If an already agreed upon remuneration proves to be ineffective in the event of subsequent emergence of special circumstances or special claims made by the client, renegotiations are
- (5) The person entitled to exercise their profession shall, upon request and at the expense of the client hand over all documents which they have obtained on the occasion of their activity from this person. This shall not, however, apply for correspondence between the person entitled to exercise their profession and their client and for the documents which they hold in the original, and for documents which are subject to a retention obligation pursuant to the Directive on Money Laundering. The person entitled to exercise their profession may prepare photocopies of documents which they return to the client or duplicates. The client shall be responsible for the costs in this respect as these transcripts or photocopies may be required for subsequent proof of the proper fulfilment of the professional duties of the Person entitled to exercise their profession.
- (6) The contractor shall be entitled, in the event of the termination of the contract to charge an appropriate fee for further questions after the end of the contract and the granting of the access to relevant information on the audited company.

(7) The client shall must collect the documents transferred to the person entitled to exercise their profession within 3 months of the end of the work. In case of failure to collect the transferred documents, the person entitled to exercise their profession may, after two provable requests to the client, to collect the documents that have been handed over, send them back at the client's expense and/or charge deposit fees.

(8) The person entitled to exercise their profession shall be entitled to be compensated and claims for fees due with any custody account balances, clearing funds, fiduciary deposits, or other liquid assets held in their custody, even in the case of express safekeeping, where the client had to compensate a counterclaim from the person entitled to exercise their profession.

(9) To secure an existing or future fee claim the person entitled to exercise their profession is entitled to transfer a tax credit or another tax or contribution credit balance of the client to another account. In this case, the client shall be liable to notify the transfer made. The amount secured can then either in agreement with the client or in the case of enforceability of the fee be claimed.

15. Applicable Law, Place of Performance, Court of Jurisdiction

(1) For the contract, its execution and the claims resulting from them only Austrian law applies

(2) The place of performance is the lawyer's offices of the person entitled to exercise their profession.

(3) For disputes, the court of the place of performance shall have jurisdiction. 16. Supplementary Provisions for Audits

(1) In the case of audits of financial statements conducted with the aim of issuing a formal audit certificate (such as e.g. § 268ff UGB) the contract does not extend, unless written agreements are made to the contrary, to the audit of the question of whether the provisions of tax law or special provisions, such as, for example, the rules on price, restriction of competition and foreign exchange law, are complied with. The final audit also does not include audit of the conduct of operations with regard to economy, efficiency and practicality. Within the framework of the final audit, there is also no obligation to disclose counterfeit accounts and other irregularities.

(2) In the case of audits of annual accounts, if the unqualified or qualified auditors' report can be added to it, should be provided with an audit certificate, which corresponds to the relevant company form.

(3) If an annual financial statement with the audit certificate of the auditor is published, this may only take place in the form confirmed by the auditor or in any other form expressly approved by them.

(4) If the auditor revokes the auditor's report, this may not be used again. If the financial statements were released with the Auditor's report, the recall must also be made public.

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

CERTIFICATION

I, Dr Adam Nicholas Bartley, NAATI Certified Professional Translator DE, RU, NL > EN CPN 3JE 49F of 3 Biraban Place, Macquarie ACT 2614 hereby swear that this is a true and accurate translation of the document presented to me on 26/2/2018

