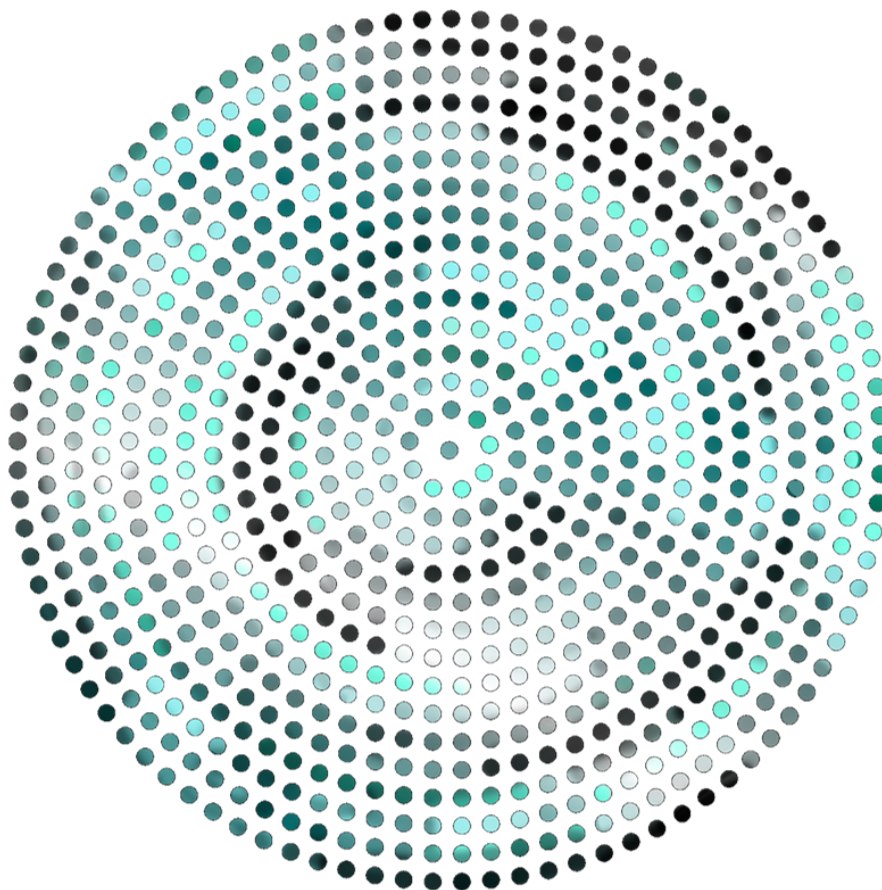


TRANSLATION

This English language audit report is a translation provided for information purposes only. The original German text shall prevail in the event of any discrepancies between the English translation and the German original. We do not accept any liability for the use of, or reliance on, the English translation or for any errors or misunderstandings that may derive from the translation.



REPORT

Audit of the Financial Statements
as of 31 December 2024

ICBC Austria Bank GmbH
Vienna

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Appendices

Financial Statements as of 31 December 2024

Management Report for the Fiscal Year 2024

Appendix to the statutory report pursuant to section 63(5) BWG (AzP)]

General Conditions of Contract

To the members of the supervisory board and the management board of
ICBC Austria Bank GmbH
Vienna

We have completed the audit of the financial statements as of 31 December 2024 of

ICBC Austria Bank GmbH, Vienna
(hereinafter referred to as “the Company”)

and provide the results of our audit in the following report:

1. Audit contract and execution of the engagement

At the annual general meeting as of 26 September 2023 we were elected as auditor of ICBC Austria Bank GmbH, Vienna, for the fiscal year ending on 31 December 2024. The Company, represented by the supervisory board, concluded an audit contract with us to audit the financial statements as of 31 December 2024, including the accounting system and the management report pursuant to sections 60 to 63a of the Austrian Banking Act (BWG) and sections 269 ff. of the Austrian Commercial Code (UGB).

The Company is a public interest entity pursuant to section 189a (1) UGB; hence it is a large company according to section 221 UGB.

The audit is a statutory audit, for which the provisions of the Regulation (EU) Nr 537/2014 are applicable.

The objective of the audit was to examine compliance with legal requirements with respect to the preparation of financial statements and accounting. The management report was audited as to whether it is consistent with the financial statements and whether it has been prepared in accordance with the legal requirements.

In addition to the compliance of the financial statements with the legal requirements, the audit pursuant to section 63(4) BWG also comprised the compliance of the banking activities with certain regulatory provisions. According to section 63(5) BWG, the results of this audit has to be included in an appendix to the long-form audit report. Our respective statements are included in the appendix. Basis for our audit procedures regarding the compliance with regulatory provisions is the current version of the “Fachgutachten zur Prüfung der

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Beachtung von für Kreditinstitute wesentlichen Rechtsvorschriften gemäß § 63 Abs 4 ff BWG und Berichterstattung darüber in einer Anlage zum Prüfungsbericht“ issued by the “Fachsenat für Unternehmensrecht und Revision der Kammer der Steuerberater und Wirtschaftsprüfer”.

With respect to the reporting pursuant to article 11 of the Regulation (EU) No. 537/2014 we refer to the additional report to the supervisory board.

The audit of the financial statements of the prior year was performed by another auditor.

In performing the audit, we adhered to the legal provisions and the relevant professional standards on performing an audit applicable in Austria. These principles require the application of International Standards on Auditing. We draw attention to the fact that the audit provides reasonable assurance as to whether the financial statements are free from material misstatement. Absolute assurance cannot be achieved, since the possibility of errors is inherent in each accounting and internal control system and since the audit is based on samples, there is an unavoidable risk that material misstatements in the financial statements are not detected. Areas that are generally covered in special engagements were not included in our scope of work.

We performed the audit, with interruptions, from October to December 2024 (interim audit) and from March to May 2025 (final audit). The audit was concluded by the date of this report.

Responsible for the proper performance of the engagement is Wolfgang Wurm, Austrian Certified Public Accountant.

Our audit is based on the audit contract concluded with the Company, an integral part of which are the General Conditions of Contract for the Public Accounting Professions issued by the Austrian Chamber of Tax Advisers and Auditors (refer to appendix). These General Conditions of Contract do not only apply between the Company and the auditor but also towards third parties. With regard to our responsibility and liability as auditor towards the Company and towards third parties' section 62a BWG in conjunction with section 275 UGB applies.

2. Economic circumstances

2.1. Business development

A description of the business development and risk exposure is included in the notes to the financial statements and management report.

2.2. Structure of assets, liabilities, and equity

The following table shows summarized balance sheet positions based on an economic view:

	31.12.2024		31.12.2023		Change	
	TEUR	%	TEUR	%	TEUR	%
Assets						
Credit Business						
Receivables from credit institutions except for short-term receivables	284 426	26,9	305 603	23,5	-21 177	-6,9
Loans and advances to customers	395 357	37,4	450 033	34,7	-54 676	-12,1
	679 783	64,3	755 637	58,2	-75 853	-10,0
Securities						
Treasury bills and other bills eligible for refinancing with central banks	20 396	1,9	10 083	0,8	10 313	> 100,0
Debt securities including fixed-income securities	160 826	15,2	231 973	17,9	-71 146	-30,7
	181 223	17,2	242 056	18,7	-60 833	-25,1
Liquidity Positions						
Cash on hand and deposits at Central Banks	192 707	18,2	294 044	22,7	-101 337	-34,5
Receivables from credit institutions payable on demand	2 330	0,2	4 280	0,3	-1 950	-45,6
	195 037	18,5	298 324	23,0	-103 288	-34,6
Long-term investments						
Participating interest	1	0,0	1	0,0	0	0,0
Other Assets						
Intangible Assets	7	0,0	41	0,0	-34	-82,3
Fixed Assets	226	0,0	556	0,0	-330	-59,3
Other Assets and prepaid expenses	373	0,0	1 239	0,1	-865	-69,9
	607	0,1	1 836	0,1	-1 229	-66,9
	1 056 651	100,0	1 297 854	100,0	-241 203	-18,6

The general loan loss provision for receivables from credit institutions, loans and advances to customers and securities are presented in the following table:

	Value on 01.01.2024 TEUR	Addition (+) Release (-) TEUR	Value on 31.12.2024 TEUR
Collectively assessed specific loan loss provision			
Loan and advances to credit institutions	194	275	469
Loan and advances to customers	1 701	1 234	2 935
Securities	393	169	562
	2 288	1 678	3 966

	31.12.2024		31.12.2023		Change	
	TEUR	%	TEUR	%	TEUR	%
Equity and Liabilities						
Equity						
Subscribed capital	200 000	18,9	200 000	15,4	0	0,0
Liabilities Reserve	6 937	0,7	6 937	0,5	0	0,0
Accumulated loss	-5 545	-0,5	-8 857	-0,7	3 311	-37,4
	201 392	19,1	198 081	15,3	3 311	1,7
Provisions						
Provisions for severance payments	41	0,0	0	0,0	41	> 100,0
Liabilities						
Liabilities to credit institutions	805 691	76,2	895 230	69,0	-89 539	-10,0
Liabilities to customers	48 213	4,6	201 897	15,6	-153 685	-76,1
	853 944	80,8	1 097 127	84,5	-243 183	-22,2
Others						
Other liabilities and deferred income and accruals and deferred income	596	0,1	1 220	0,1	-624	-51,2
Tax and other provisions	719	0,1	1 426	0,1	-707	-49,6
	1 315	0,1	2 646	0,2	-1 332	-50,3
	1 056 651	100,0	1 297 854	100,0	-241 203	-18,6

The main changes in the net assets and financial position can be explained as follows:

The **assets of the lending business** decreased by rd. EUR 75,9 Mio. The decrease of receivables from credit institutions except for short-term receivables and loans and advances to customers is mainly due to repayment of promissory note loans to the bank. No significant new loans were originated by the bank in the current fiscal year. The increase of loan loss provisions is mainly due to higher additions to collectively assessed specific loan loss provisions.

Liabilities to credit institutions decreased by rd. EUR 89,5 Mio. The funds were predominantly provided by Chinese banks. **Liabilities to customers** decreased significantly by rd. EUR 153,7 Mio. The decrease in **liquid positions** by rd. EUR 103,3 Mio. and in **securities** by rd. EUR 60,8 Mio. is to be observed in connection with the decrease in liabilities. Funds invested at central banks and in securities are decreasing corresponding to reduced liabilities.

Equity increased by rd. EUR 3,3 Mio. to rd. EUR 201,4 Mio. The increase is due to the positive net income for the final year. Regarding details of regulatory **own funds** refer to the breakdown "information on own funds" in the notes to the financial statements.

2.3. Financial performance

The following table shows the income statement broken down by business aspects:

	31.12.2024		31.12.2023		Change	
	TEUR	%	TEUR	%	TEUR	%
Operating income						
<i>Investment transactions</i>						
Interest and similar income	49 965	341,2	40 215	273,2	9 751	24,2
Interest and similar expenses	-36 169	-247,0	-25 438	-172,8	-10 731	42,2
Net interest income	13 797	94,2	14 777	100,4	-980	-6,6
Result from investment transactions	13 797	94,2	14 777	100,4	-980	-6,6
<i>Fee and commission business</i>						
Fee and commission income	1 357	9,3	599	4,1	758	> 100,0
Fee and commission expenses	-355	-2,4	-300	-2,0	-55	18,3
Net fee and commission income	1 002	6,8	299	2,0	703	> 100,0
Result from financial activities	-162	-1,1	-548	-3,7	386	-70,5
Other operating income	7	0,0	194	1,3	-187	-96,4
Total operating income	14 644	100,0	14 722	100,0	-78	-0,5
Operating expenses						
Personnel expenses	-6 838	-46,7	-6 546	-44,5	-292	4,5
Administration expenses	-1 722	-11,8	-1 767	-12,0	45	-2,6
Value adjustments in Intangible fixed assets and tangible assets	-521	-3,6	-565	-3,8	44	-7,8
Total operating expenses	-9 081	-62,0	-8 878	-60,3	-204	2,3
Result from operations	5 563	38,0	5 844	39,7	-281	-4,8
Result from valuation and disposals						
From credit risk	-1 540	-10,5	-784	-5,3	-756	96,4
From financial assets	-149	-1,0	160	1,1	-309	x
	-1 690	-11,5	-625	-4,2	-1 065	> 100,0
	0	0,0	0	0,0	0	0,0
Result from ordinary business activities	3 873	26,4	5 219	35,5	-1 346	-25,8
Income Taxes	-562	-3,8	-947	-6,4	385	-40,7
Profit for the year after tax	3 311	22,6	4 272	29,0	-961	-22,5
Change in reserves	0	0,0	-1 015	-6,9	1 015	-100,0
Net income	3 311	22,6	3 257	22,1	54	1,7
Loss carried forward	-8 857	-60,5	-12 114	-82,3	3 257	-26,9
Accumulated loss	-5 545	-37,9	-8 857	-60,2	3 311	-37,4

x Due to the change in sign, there is no percentage presentation

Total operating income of rd. EUR 14,6 Mio. stands at prior year level. **Net interest income** decreased by rd. EUR 1 Mio. This is mainly due to the reduced interest rate environment and repayment of promissory note loans and securities during the current fiscal year. The increase in **fee and commission income** by rd. EUR 0,8 Mio. is mainly due to one-off effects regarding the reversal of accrued fees for promissory note loans that were repaid before maturity.

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The **operational expenses** increased by rd. EUR 0,2 Mio. to rd. EUR 9,1 Mio. This is mainly due to increased personnel expenses. The increase in personnel expenses is mainly due to inflationary salary increases as part of collective agreements.

The **result from valuations and disposals** amounted to rd. EUR -1,7 Mio. and is mainly due to additions in collectively assessed specific loan loss provisions for loans and advances to customers which increased significantly during the current fiscal year. As of December 31, 2024, unchanged compared to the prior fiscal year, the bank does not hold non-performing exposures. Hence, no specific loan loss provisions are recognized in the financial statements.

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2.4. Risk situation

Regarding the risk situation, please refer to the explanations in the management report.

3. Analysis of, and explanatory notes to, significant items in the financial statements

The notes to the financial statements were prepared in accordance with sections 236 ff. UGB and the BWG. To avoid repetitions, we refer to the explanations and breakdowns in the notes regarding the explanations of the individual items of the annual financial statements pursuant to section 273(1) UGB.

4. Summary of the results of the audit

4.1. Conclusions on the compliance of accounting, the financial statements and the management report

In performing our audit procedures, we determined compliance with legal requirements, and generally accepted accounting principles. As part of our risk and control-oriented audit approach, we included in the audit – where we considered it necessary for our audit report – the internal controls in parts of the accounting process.

Regarding the legal compliance of the financial statements and the management report, we refer to our comments in the auditor's report.

4.2. Information provided

The legal representatives have provided the explanations and evidence requested by us and have signed a representation letter.

The auditor of the prior year granted us access to the relevant information concerning the Company and about the most recent audit of the Company.

4.3. Statement on matters pursuant to section 63(3) BWG and section 273(2) UGB (execution of reporting obligation)

In the performance of our duties as auditors, we have not identified any facts that could jeopardize the going concern of the audited company or materially impair its development, or that indicate serious violations of the law or the Articles of Association by the legal representatives or employees. No material weaknesses in the internal controls over the financial reporting process came to our attention.

5. Auditor's report

Opinion

We have audited the financial statements of ICBC Austria Bank GmbH, Vienna, which comprise the statement of financial position as of December 31, 2022, and the income statement and notes to the financial statements.

In our opinion, the accompanying financial statements comply with legal requirements and give a true and fair view of the financial position of the company as of December 31, 2022, and its financial performance and its cash flows for the year then ended in accordance with Austrian Generally Accepted Accounting Principles and the BWG.

Basis for Opinion

We conducted our audit in accordance with Regulation (EU) No. 537/2014 and with the Austrian Generally Accepted Auditing Standards. Those standards require the application of the International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with laws and regulations applicable in Austria, and we have fulfilled our other professional responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained up to the date of our report is sufficient and appropriate to provide a basis for our opinion as of that date.

Key Audit Matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements of the current period. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Valuation of loans and advances to customers

Description and Issue

In its annual financial statements as of December 31, 2024, ICBC Austria Bank GmbH reported loans and advances to customers in the amount of EUR 395,4 Mio. after deduction of collectively assessed specific loan loss provisions of EUR 2,9 Mio.

The bank describes its process for determining loan loss provisions in the notes to the financial statements chapter "General Accounting Policies and Valuation Methods" and its

process for monitoring credit risks in the management report chapter “Reporting on key features of the internal control and risk management system in relation to the accounting process”.

The bank implemented internal processes for determining expected credit losses and default events.

The determination of specific loan loss provisions for non-performing exposures is based on the estimation of recoveries. These are determined by the assessment of the economic situation and development of the specific customer, the valuation of collateral, and the estimation of the amount and timing of the recoveries derived from these. As of December 31, 2024, the bank does not hold non-performing exposures. Hence, no specific loan loss provisions are recognized in the financial statements as of December 31, 2024.

For non-defaulted receivables, collectively assessed specific loan loss provisions for the expected credit loss are determined model-based based on estimated probabilities of default and loss rates.

The calculation of expected credit losses is based on assumptions and estimates. These include, in addition to the identification of default events, the estimation of expected recoveries, and the determination and update of calculation parameters.

Therefore, we have determined the expected credit losses for loans and advances to customers as a key audit matter.

Our response

In auditing the valuation of loans and advances to customers, we performed the following audit procedures in particular:

- We assessed the methods for determining loan loss provisions and their compliance with applicable accounting standards.
- We analyzed the documentation of the processes of monitoring loans and risk provisioning, and critically assessed whether these processes are suitable for timely identifying loan losses and adequately reflecting the recoverability of exposures. We also assessed the processes and tested key controls regarding their design and implementation including the relevant IT systems.
- We examined for the loans and advances to customers, whether indicators of default exist.

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- In order to assess the appropriateness of collectively assessed specific loan loss provisions for non-defaulted customers, we examined the underlying models and model parameters (exposure at default, probability of default and loss rates) as well as the calculation.
- Finally, we assessed whether the disclosures in the notes to the financial statements regarding the calculation of expected credit losses and the significant assumptions and estimation uncertainties are appropriate.

Responsibilities of Management and the Supervisory Board for the Financial Statements

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

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

The supervisory board is responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Regulation (EU) No 537/2014 and with Austrian Generally Accepted Auditing Standards, which require the application of the ISAs, will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

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As part of an audit in accordance with Regulation (EU) No 537/2014 and with Austrian Generally Accepted Auditing Standards, which require the application of the ISAs, we exercise professional judgement and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that gives a true and fair view.

We communicate with the supervisory board regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

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From the matters communicated with the supervisory board, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on the Audit of the Management Report

Pursuant to statutory provisions, the management report is to be audited as to whether it is consistent with the financial statements and whether it has been prepared in accordance with the applicable legal requirements.

Management is responsible for the preparation of the management report in accordance with the Austrian Commercial Code.

We conducted our audit in accordance with laws and regulations applicable with respect to the management report.

Opinion

In our opinion, the management report is prepared in accordance with the applicable legal requirements and is consistent with the financial statements.

Statement

In the light of the knowledge and understanding of the Company and its environment obtained in the course of our audit of the financial statements, we have not identified material misstatements in the management report.

Other Matters which we are required to address according to Article 10 of Regulation (EU) No 537/2014

We were selected as auditors by the General Assembly on 26 September 2023 and were appointed by the supervisory board on 26 September 2023 to audit the financial statements for the financial year ending December 31, 2024. We have been auditing the Company without interruption since the financial year ending December 31, 2022.

We confirm that our opinion expressed in the section “Report on the Audit of the Financial Statements” is consistent with the additional report to the supervisory board referred to in Article 11 of Regulation (EU) No 537/2014.

We declare that we did not provide any prohibited non-audit services referred to in Article 5(1) of Regulation (EU) No 537/2014 and that we remained independent of the Company in conducting the audit.

Vienna

12 May 2025

Deloitte Audit Wirtschaftsprüfungs GmbH

(signed by:)
Mag. Wolfgang Wurm
Certified Public Accountant

This report is a translation of the audit report according to section 273 of the Austrian Commercial Code (UGB). The translation is presented for the convenience of the reader only. The German wording of the audit report is solely valid and is the only legally binding version. Section 281(2) UGB applies.

Financial Statements

Balance Sheet as of 31 December 2024

ICBC Austria Bank GmbH

Assets

	31. 12. 2024 in EUR	31. 12. 2023 in EUR
1. Cash in hand, balances with central banks and post office banks	192.707.232,71	294.044.458,99
2. Treasury bills and other bills eligible for refinancing with central banks:	20.396.290,24	10.083.267,57
a) Treasury bills and similar securities		
b) Other bills eligible for refinancing with central banks	20.396.290,24	10.083.267,57
3. Loans and advances to credit institutions:	286.755.998,99	309.883.389,14
a) Repayable on demand	2.329.562,70	4.280.011,81
b) Other loans and advances	284.426.436,29	305.603.377,33
4. Loans and advances to customers	395.356.783,11	450.033.248,80
5. Debt securities including fixed-income securities	160.826.394,72	231.972.588,05
a) issued by public bodies		
b) issued by other borrowers	160.826.394,72	231.972.588,05
showing separately: own debt securities		
6. Shares and other variable-yield securities		
7. Participating interests	1.000,00	1.000,00
showing separately: Participating interests in credit institutions		
8. Shares in affiliated undertakings		
showing separately: Shares in credit institutions		
9. Intangible fixed assets	7.260,00	41.063,81
10. Tangible assets	226.353,92	556.434,53
showing separately: Land and buildings occupied by a credit institution for its own activities		
11. Shares in a controlling company or in a company holding a majority of shares		
showing separately: Nominal value		
12. Other assets	110.310,00	929.137,64
13. Subscribed capital called but not paid		
14. Prepayments and accrued income	263.124,03	309.536,79
15. Deferred tax assets		
Total Assets	1.056.650.747,72	1.297.854.125,32

Off-balance sheet items

1. Foreign assets	391.112.258,22	486.920.688,53
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Liabilities

	31. 12. 2024 in EUR		31. 12. 2023 in EUR	
1. Liabilities to credit institutions		805.691.020,70		895.229.921,86
a) Repayable on demand	562.839,29		172.546,18	
b) With agreed maturity dates or periods of notice	805.128.181,41		895.057.375,68	
2. Liabilities to customers (non-banks)		48.212.745,11		201.897.303,96
a) Savings deposits				
showing separately:				
aa) Repayable on demand				
bb) With agreed maturity dates or periods of notice				
b) Other liabilities				
showing separately:				
aa) Repayable on demand	4.313.462,12		715.742,36	
bb) With agreed maturity dates or periods of notice	43.899.282,99		201.181.561,60	
3. Securitised liabilities				
a) Debt securities issued				
b) Other securitised liabilities				
4. Other liabilities		40.605,49		11.409,56
5. Accruals and deferred income		555.211,08		1.208.707,54
6. Provisions		759.428,23		1.426.192,17
a) Provisions for severance payments	40.621,84			
b) Provisions for pensions				
c) Provisions for taxation	598.434,09		1.005.390,65	
d) Other provisions	120.372,30		420.801,52	
6a. Fund for general banking risks				
7. Tier 2 capital pursuant to Part Two, Title I, Chapter 4 of Regulation (EU) No 575/2013				
8. Additional Tier 1 capital pursuant to Part Two, Title I, Chapter 3 of Regulation (EU) No 575/2013				
showing separately:				
Contingent convertible bonds pursuant to Article 26a BWG				
8b. Instruments without voting rights pursuant to Article 26a BWG				
9. Subscribed capital		200.000.000,00		200.000.000,00
10. Capital reserves				
a) Committed				
b) Uncommitted				
11. Retained Gain/Losses				
a) Legal reserve				
b) Statutory reserves				
c) Other reserves				
12. Liability reserve pursuant to Article 57 para. 5 BWG		6.937.112,58		6.937.112,58
13. Net profit or loss for the year		-5.545.375,47		-8.856.522,35
Total liabilities		1.056.650.747,72		1.297.854.125,32

Off-balance sheet items

1. Contingent liability		53.472.190,37		3.253.190,37
showing separately:				
a) Acceptances and endorsements				
b) Guarantees and assets pledged as collateral security	53.472.190,37		3.253.190,37	
2. Commitments		29.365.517,24		14.731.034,48
showing separately:				
Commitments arising from repurchase transactions				
3. Commitments arising from agency services				
4. Eligible capital in accordance with Part Two of Regulation (EU) No 575/2013,		201.384.477,11		198.039.526,42
of which Tier 2 capital pursuant to Part Two, Title I, Chapter 4 of Regulation (EU) No 575/2013				
5. The own funds requirements as defined in Article 92 of Regulation (EU) No 575/2013,		649.840.667,17		713.401.877,95
of which: own funds requirements pursuant to Article 92(1)(a) to (c) of Regulation (EU) No 575/2013				
(a) a Common Equity Tier 1 capital ratio of 8%		30,99%		27,76%
(b) a Tier 1 capital ratio of 8 %		30,99%		27,76%
(c) a total capital ratio of 8 %.		30,99%		27,76%
6. Foreign liabilities		805.810.814,21		891.333.303,78

Income Statement December 2023

ICBC Austria Bank GmbH

	1.1.-31. 12. 2024 in EUR	1.1.-31.12 2023 in EUR
1. Interest receivable and similar income showing separately: from fixed-income securities	49.965.355,47 3.852.266,92	40.214.772,88 5.245.549,10
2. Interest payable and similar expenses	-36.168.522,44	-25.437.599,05
I. NET INTEREST INCOME	13.796.833,03	14.777.173,83
3. Income from securities and participating interests a) Income from shares and other variable-yield securities b) Income from participating interests c) Income from shares in affiliated undertakings		
4. Commissions receivable	1.357.071,42	598.745,53
5. Commissions payable	-355.293,59	-300.230,83
6. Net profit or net loss on financial operations	-161.740,33	-548.181,21
7. Other operating income	7.054,96	193.993,65
II. OPERATING INCOME	14.643.925,49	14.721.500,97
8. General administrative expenses a) Staff costs showing separately: aa) Wages and salaries bb) Expenses for statutory social contributions and compulsory contributions related to wages and salaries cc) Other social expenses dd) Expenses for pensions and assistance ee) Allocation to provision for pensions ff) Expenses for severance payments and contributions to severance and retirement funds b) Other administrative expenses	-6.838.426,63 -5.697.220,37 -1.012.638,16 -128.568,10 -1.721.609,34	-6.545.987,92 -5.549.779,84 -915.106,23 -81.101,85 -1.766.672,84
9. Value adjustments in respect of asset items 9 and 10	-521.314,82	-565.134,07
10. Other operating expenses		
III. OPERATING EXPENSES	-9.081.350,79	-8.877.794,83
IV. OPERATING RESULT	5.562.574,70	5.843.706,14
11. Value adjustments in respect of loans and advances and provisions for contingent liabilities and for commitments	-3.087.395,72	-1.457.999,06
12. Value re-adjustments in respect of loans and advances and provisions for contingent liabilities and for commitments	1.547.004,16	673.768,42
13. Value adjustments in respect of transferable securities held as financial fixed assets, participating interests and shares in affiliated undertakings	-194.508,62	-66.404,40
14. Value re-adjustments in respect of transferable securities held as financial fixed assets, participating interests and shares in affiliated undertakings	45.101,58	226.012,98
V. PROFIT OR LOSS ON ORDINARY ACTIVITIES	3.872.776,10	5.219.084,08
15. Extraordinary income showing separately: Withdrawals from the fund for general banking risks		
16. Extraordinary expenses showing separately: Allocations to the fund for general banking risks		
17. Extraordinary result (subtotal of items 15 and 16)		
18. Tax on profit or loss	-394.043,44	-937.265,65
19. Other taxes not reported under Item 18	-167.585,78	-9.335,66
VI. PROFIT OR LOSS FOR THE YEAR AFTER TAX	3.311.146,88	4.272.482,77
20. Changes in reserves showing separately: Allocation to liability reserve Reversal of liability reserve		-1.015.084,57
VII. NET INCOME FOR THE YEAR	3.311.146,88	3.257.398,20
21. Profit or loss brought forward	-8.856.522,35	-12.113.920,55
VIII. NET PROFIT OR LOSS FOR THE YEAR	-5.545.375,47	-8.856.522,35

2024 Annual Report



ICBC Austria Bank GmbH

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GENERAL INFORMATION

NOTES TO THE FINANCIAL STATEMENTS

The annual financial statements were prepared in accordance with the provisions of the Austrian Commercial Code (UGB) and the relevant provisions of the Austrian Banking Act (BWG). The structure of the balance sheet and income statement corresponds to the forms in Annex 2 to Section 43 BWG. All information on the Banking Act refers to the version valid on 31 December 2024.

SCOPE OF CONSOLIDATION AND CONSOLIDATED FINANCIAL STATEMENTS

The group consolidated financial reports are prepared by Industrial and Commercial Bank of China Limited, which owns 100% of ICBC Austria Bank GmbH. The consolidated financial statements of Industrial and Commercial Bank of China Limited are available at the headquarter of the company in Vienna, Austria and are also available on the website www.icbc-ltd.com.

GENERAL ACCOUNTING POLICIES AND VALUATION METHODS

The annual financial statements were prepared in accordance with generally accepted accounting principles and give a true and fair view of the net assets, financial position and results of operations of the company. In the valuation of assets and liabilities, the principle of individual valuation was applied and a going concern assumption was made. The principle of prudence was applied considering the special features of the banking business.

Loans and advances and other assets

Loans and advances to banks, central banks and customers as well as other are recognized at their nominal value. Individual value adjustments are recorded for defaulted receivables. To account for credit risk on receivables from customers, credit institutions, and securities holdings, general value adjustments are recorded for non-defaulted receivables.

The assessment of the recoverability of receivables from customers is based on impairment indicators and prudent judgment. General value adjustments are calculated using an internal valuation model that incorporates not only customer exposures but also probabilities of default (PD). The expected loss

is determined in accordance with IFRS 9, calculated as the exposure at default (EAD) multiplied by the probability of default (PD) and the loss given default (LGD).

At initial recognition, a general value adjustment equal to the expected 12-month loss is recorded. If there is a significant increase in credit risk since initial recognition, the adjustment is increased to reflect the expected loss over the entire lifetime of the exposure. In the case of guarantees, the borrower's PD is replaced with that of the guarantor if the guarantor has a better credit rating. Where statistically reliable data from comparable cases is available, the company incorporates these into its estimates—for example, historical default rates calculated based on internal rating models.

Participating interests

Participating interests are accounted for at acquisition cost. Impairment losses are only recognized in the event of a probable permanent impairment. Appreciations are recognized up to the initial acquisition cost in case the reasons for the impairment no longer exist.

Securities held as fixed assets

Securities classified as non-current assets are initially recognized at acquisition cost. Impairments to a lower fair value as of the balance sheet date are recognized if the reduction in value is expected to be permanent. Reversals of impairment losses are made up to acquisition cost when the reasons for the previous impairment no longer exist.

For Securities held as fixed assets, differences between higher or lower acquisition cost and redemption amount are allocated on a straight-line basis over time pursuant to § 56 (2) and (3) BWG. These differences are reported under "Debt securities including fixed-income securities". Corresponding income and expenses are reported under "Interest receivable and similar income" in the income statement.

Intangible and tangible fixed assets

Intangible assets are recognized if they are purchased. The assessment is based on the purchase cost minus regular and extraordinary amortization. Self-developed intangible assets are recognized fully as expense.

Tangible non-current assets are recognized at cost less scheduled straight-line amortization or depreciation. The depreciation rates for tangible non-current assets range from 20 % to 33 %; the amortization rates for intangible non-current assets range from 10% to 33.3%. When conditions

change, the amortization or depreciation period is adjusted in accordance with the assessed remaining economic useful life.

Deferred taxes

Deferred tax assets arise from differences between the accounting and tax bases of assets and liabilities pursuant to § 198 paras. 9 and 10 UGB and are expected to result in future tax charges or relief (temporary differences). Deferred tax assets from unused tax loss carryforwards are not recognized, but are offset against deferred tax liabilities in accordance with AFRAC 30 para. 12 item 1. No discounting of deferred taxes is applied.

Liabilities

Financial liabilities are carried at their repayment amount under consideration of the principle of prudence. Premiums and discounts are recognized in the balance sheet and amortized on a pro-rata basis.

Provisions

Provisions are recognized at the best possible estimate of the settlement amount if a legal or constructive obligation to a third party exists, arising from past events, and settlement is likely to result in an outflow of resources. Long-term provisions are only discounted if the present value materially deviates from nominal value and the estimation of underlying assumptions is reliable.

Derivative Financial Instruments

FX swaps are used to close open currency positions and reduce foreign exchange translation risk. Forward foreign exchange contracts are measured at forward rate, and resulting differences are reported under other assets or other liabilities.

Currency Conversion

The reporting currency or functional currency is the Euro. The tables presented may include rounding differences. Foreign currency assets and liabilities are translated using the midpoint rates set on the balance sheet date in accordance with § 58 para. 1 BWG.

EXPLANATORY NOTES AND SUPPLEMENTARY INFORMATION ON BALANCE SHEET

Information on asset items

1. Cash in hand, balances with central banks and post office banks

This position of EUR 192.707.232,71 (2023: EUR 294.044.458,99) is entirely the on-sight deposit balance with Austrian National Bank.

2. Treasury bills and other bills eligible for refinancing with central bank

As of 31 December 2024, ICBC holds fixed-interest listed securities in fixed assets with a book value of EUR 20.396.290,24 (2023: EUR 10.083.267,57) issued by Hungary Government.

The market value of these securities is EUR 193.171,06 (2023: EUR 510.228,50) lower than the carrying amount. These securities are classified to fixed assets, and ICBC has the intention and ability to hold these securities permanently or until final maturity. As the decline market values is solely due to changes in interest rates and no deterioration in credit quality has been identified, no impairment is expected to be permanent and no impairment loss has been recognized. One of these fixed-interest listed securities in the amount of EUR 5.025.761,24 will mature in the fiscal year 2025.

3. Loans and advances to credit institutions

Maturity breakdown of loans and advances to banks (except due on demand)

Residual Maturity	31.12.2024 (in EUR)	31.12.2023 (in EUR)
up to 3 months	98.476.748,75	127.584.887,41
more than 3 months up to 1 year	10.009.333,36	20.055.918,03
more than 1 year up to 5 years	175.940.354,17	157.962.571,91
over 5 years	0	0
Total	284.426.436,28	305.603.377,35

This item includes an amount of EUR 36.744.293,99 (2023: EUR 71.130.907,43) to affiliated companies.

The item loans and advances to banks includes general provisions in the amount of EUR 469.395,00 (2023: EUR 193.995,00) are included.

4. Loans and advances to customers

Maturity breakdown of loans and advances to customers (except due on demand)

Residual Maturity	31.12.2024 (in EUR)	31.12.2023 (in EUR)
up to 3 months	13.411.464,71	19.239.990,88
more than 3 months up to 1 year	48.175.859,02	15.808.723,30
more than 1 year up to 5 years	316.641.442,05	391.705.582,09
over 5 years	17.128.017,33	23.278.952,53
Total	395.356.787,11	450.033.248,80

The item loans and advances to customer includes unlisted fixed-interest security of a customer in the finance and insurance industry in the amount of EUR 8.796.298,65 (2023: EUR 16.279.034,40). The market value of these securities is EUR 18.171,51 (2023: lower by EUR 58.235,37) higher than the carrying amount and this unlisted fixed-interest security in the amount of EUR 8.796.298,65 will mature in the fiscal year 2025.

The item loans and advances to customers includes general provisions based on individual assessment of EUR 2.935.478,06 (2023: EUR 1.701.323,85).

The increase compared to the previous year is mainly attributable to a deterioration in internal customer ratings and the resulting increase in risk provisions calculated based on the Lifetime Expected Credit Loss (ECL). The breakdown into 12-month and lifetime ECL is as follows:

- 12-month ECL: EUR 1.110.585,42
- Lifetime ECL: EUR 1.821.035,48

5. Debt Securities including fixed-income securities

As of 31 December 2024, ICBC holds in fixed assets 13 (2023: 17) fixed-interest stock-exchange listed securities, which are eligible for trading at the stock exchange, with a book value of EUR 160.826.394,72 (2023: EUR 231.972.588,05).

The differences in accordance with § 56 (2) BWG EUR 58.762,89 (2023: EUR 42.004,02) and § 56 (3) BWG EUR 16.995,14 (2023: EUR 54.348,22) are distributed linearly over the remaining term of the securities.

The market value of these securities held as fixed assets is EUR 4.205.240,02 (2023: EUR 12.123.450,45) lower than the carrying amount.

ICBC has the intention and ability to hold the entire fixed income securities portfolio permanently or until final maturity. As the decline market value is solely due to changes in interest rates and no deterioration in credit quality has been identified, no impairment is expected to be permanent and no impairment loss has been recognized for all investment securities. As no credit impairments were identified, no permanent impairment is expected, and no write-down was recognized for any of the securities classified as non-current assets.

Five securities with fixed-income in the amount of EUR 48.740.928,11 will mature in the fiscal year 2025.

ICBC does not run a trading book nor has any trading positions.

6. Participations

This position is entirely the share of Einlagensicherung AUSTRIA GmbH. Vienna, in the amount of EUR 1.000,00 (2023: EUR 1.000,00).

7. Tangible Fixed Assets

Tangible Asset	Useful Life	Beginning Balance (1. January 2024)	Addition	Decrease (Depreciation)	Ending Balance (31. December 2024)
	(Years)	in EUR	in EUR	in EUR	in EUR
Network Server	5	15.145,07	102.143,25	19.439,75	97.848,57
PC	3	8.921,59	9.924,00	6.085,08	12.760,51

Peripherals	3	68.990,34	45.363,15	34.315,26	80.038,23
Electronic equipment	3	0	0	0	0
Security devices	5	11.001,99	0	11.001,99	0
Office furniture and devices	5	56.290,48	0	45.873,36	10.417,12
Electromechanical devices	5	2.672,40	0	2.672,40	0
Communication devices	5	175,20	0	175,20	0
Other devices	5	13.223,51	0	10.200,05	3.023,46
Leasehold improvements	5	378.230,30	0	355.964,27	22.266,03
	3	1.783,65	0	1.783,65	0
Total		556.434,53	157.430,40	487.511,01	226.353,92

Tangible Asset	Useful Life	Beginning Balance (1. January 2023)	Addition	Decrease (Depreciation)	Ending Balance (31. December 2023)
	(Years)	in EUR	in EUR	in EUR	in EUR
Network Server	5	41.845,91	0	26.700,84	15.145,07
PC	3	13.109,41	4.836,00	9.023,82	8.921,59
Peripherals	3	3.319,35	99.879,92	28.028,93	68.990,34
Electronic equipment	3	0	0	0	0
Security devices	5	22.033,95	0	11.001,96	11.001,99
Office furniture and devices	5	98.798,10	9.114,42	51.622,04	56.290,48
Electromechanical devices	5	5.344,80	0	2.672,40	2.672,40
Communication devices	5	350,40	0	175,20	175,20
Other devices	5	26.879,51	0	13.656,00	13.223,51
Leasehold improvements	5	742.265,06	0	364.034,76	378.230,30
	3	8.918,73	0	7.135,08	1.783,65
Total		962.835,22	107.830,34	514.231,03	556.434,53

Leasehold Improvement with booking value of EUR 22.266,03 (2023: EUR 380.013,95) of relate to the capitalized construction cost of the leased premises in Kolingasse.

Obligations arising from the use of property, plant and equipment not recognized in the balance sheet amount to EUR 316.336,12 (2023: EUR 315.610,08) in the following year and EUR 1.581.681,60 (2023: EUR 1.581.681,00) in the following 5 years.

8. Intangible assets

Software	Useful Life	Beginning Balance (1. January 2024)	Addition	Decrease (Amortization)	Ending Balance (31. December 2024)
	(Years)	in EUR	in EUR	in EUR	in EUR
Anti-Money Laundry Software	3	8.280,00	0	8.280,00	0
Server maintenance	3	14.332,75	0	14.332,75	0
Other Software	3	18.451,06	0	11.191,06	7.260,00
Total		41.063,81	0	33.803,81	7.260,00

Software	Useful Life	Beginning Balance (1. January 2023)	Addition	Decrease (Amortization)	Ending Balance (31. December 2023)
	(Years)	in EUR	in EUR	in EUR	in EUR
Anti-Money Laundry Software	3	33.120,00	0	24.840,00	8.280,00
Server maintenance	3	29.185,51	0	14.852,76	14.332,75
Other Software	3	29.661,34	0	11.210,28	18.451,06
Total		91.966,85	0	50.903,04	41.063,81

The ICBC holds neither goodwill nor leasing business.

9. Other Assets

Residual Maturity	31.12.2024 (in EUR)	31.12.2023 (in EUR)
up to 3 months	0	818.827,64
3 months to 1 year	0	0
more than 1 year up to 5 years	110.310,00	110.310,00
more than 5 years	0	0
Total	110.310,00	929.137,64

Other assets mainly consist of the rent deposit. The change compared to the previous year is primarily due to the expiration of the currency swap contract, which was still recognized at a fair value of EUR 818,827.64 as of the previous balance sheet date but is no longer reported as of the current reporting date.

The rent deposit consists of 2 parts, one of which is for the office premises in Kolingasse in the amount of EUR 80.000,00 (2023: EUR 80.000,00) and the other is for the server storage in NTT Global Data Centers (previously e-shelter) in the amount of EUR 30.000,00 (2023: EUR 30.000,00).

10. Prepayments and accrued income

This position primarily consists of the advance payment of employee salaries for the period January 2025 in the amount of EUR 215.822,06 (2023: EUR 214.547,16).

Information on liabilities

1. Liability to Credit Institutions

Maturity breakdown of liability to credit institutions is as follows (except due on demand).

Residual Maturity	31.12.2024 (in EUR)	31.12.2023 (in EUR)
up to 3 months	95.125.748,17	144.481.143,44
more than 3 months up to 1 year	166.284.532,77	156.568.957,27
more than 1 year up to 5 years	543.717.900,47	594.107.274,97
Total	805.128.181,41	895.057.375,68

The position liabilities against credit institutions contains an amount of EUR 279.975.608,71 (2023: EUR 350.900.244,87) to affiliated companies.

2. Liability to Customers

Maturity breakdown of liability to customers is as follows (except due on demand).

Residual Maturity	31.12.2024 (in EUR)	31.12.2023 (in EUR)
up to 3 months	43.899.282,99	197.511.389,49
more than 3 months up to 1 year	0	3.670.172,11
more than 1 year up to 5 years	0	0
over 5 years	0	0
Total	43.899.282,99	201.181.561,60

3. Other liabilities

(in EUR)	31.12.2024	31.12.2023
Other Liabilities	40.605,49	11.409,56

This position consists of VAT payable for November and December 2024 in the amount of EUR 9.160,49 (2023: EUR 11.409,56) and a pending remittance in the amount of EUR 31.445,00 (2023 : 0).

4. Prepayments and Deferred Income

(in EUR)	31.12.2024	31.12.2023
Prepayments and Deferred Income	555.211,08	1.208.707,54

This position mainly consists of Financing Arrangement Fees to be deferred by maturity date in the amount of EUR 491.146,16 (2023: 1.207.652,61).

5. Provisions

(in EUR)	31.12.2024	31.12.2023
Provisions for severance payments	40.621,84	0
Provision for taxation	598.434,09	1.005.390,65
Other Provisions	120.372,30	420.801,52
Total	759.428,23	1.426.192,17

The provisions for severance payments were calculated using financial mathematics with a nominal annual interest rate of 0,69%. The two additional monthly salaries in accordance with the collective agreement for banks and bankers have been taken into consideration in the personnel expense calculation. No provisions have been recognized for obligations under the "Abfertigung alt" severance scheme, as no entitlements exist. The retirement age used in calculation is 65 years for both men and women.

Provision for taxation consists of the income tax of the current year which amounts to EUR 347.822,72 (2023: EUR 1.005.390,65) and the Deferred Income Tax in the amount of EUR 250.611,31 (2023: 0). It is accrued based on the forecasted year-end accounting profit applied with 24% (for the fiscal year, 2024) and 23% (for the fiscal year, 2025) of Corporate Income Tax rate after utilizing the accumulated loss carried forward for 75% of the current year's profit.

Other provisions mainly consist of accruals for unused vacation in the amount of EUR 76.959,57 (2023: EUR 80.753,24).

Holiday accruals were calculated in accordance with Austrian Income Tax Act (Einkommensteuergesetz 1988). Holiday accruals were calculated on a pro-rata basis including ancillary wage costs.

Total amount of assets and liabilities in foreign currency

Assets in foreign currency: EUR 91.968.558,09 (2023: EUR 144.065.203,16)

Liabilities in foreign currency: EUR 91.627.690,87 (2023: EUR 100.850.487,60)

The foreign currency assets and liabilities mainly concern CNY and USD.

INFORMATION ON OWN FUNDS

Own Funds

(in EUR)	31.12.2024	31.12.2023
Share Capital	200.000.000,00	200.000.000,00
Net Loss for the year	-5.545.375,47	-8.856.522,35
Liability reserve pursuant to Article 57 para. 5 BWG	6.937.112,58	6.937.112,58
Intangible assets	-7.260,00	-41.063,81
Common Equity Tier 1 (CET1) / Tier 1 Capital (T1)	201.384.477,11	198.039.526,42
Additional Tier 1 Capital	0	0
Supplementary and Subordinated Capital	0	0
Tier 2	0	0
Eligible Own Funds (Total Capital)	201.384.477,11	198.039.526,42
Own Funds Ratio	30,99%	27,76%

These own funds with transitional provisions are subject to the following own funds requirement (risk-weighted assets).

(in EUR)	31.12.2024	31.12.2023
Credit Risk	625.394.338,67	693.711.258,45
Market Risk	0	0
Operational Risk	24.446.328,50	19.690.619,50
Own Funds Requirement (Risk Weighted Assets)	649.840.667,17	713.401.877,95

Additional Information

	31.12.2024	31.12.2023
Common Equity Tier 1 Ratio with regard to Total Risk	30,99%	27,76%
Total Capital Ratio with regard to Total Risk	30,99%	27,76%

Disclosures on Contingent Liabilities and Commitments

In the financial year 2024, contingent liabilities and commitments amounted to a total of EUR 82.837.707,61 (2023: EUR 17.984.224,85).

These mainly consist of the following components:

- Guarantees (L/G): EUR 53.472.190,37 (2023: EUR 3.253.190,37)
- Undrawn credit commitments: EUR 29.365.517,24 (2023: EUR 14.731.034,48)

EXPLANATORY NOTES ON INCOME STATEMENT

In the financial year 2024 the net interest income amounted to EUR 13.796.833,03 (2023: EUR 14.777.173,83). The decrease in net interest income is primarily attributable to higher funding cost driven by prevailing market conditions, coupled with the restructuring of the lending business.

The ICBC's gross operating income shows the following regional breakdown, where the breakdown is based on the location of the customer.

in EUR	Domestic		Europe		China		Others		Total	
	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023
	in EUR	in EUR	in EUR	in EUR	in EUR	in EUR	in EUR	in EUR	in EUR	in EUR
1. Interest receivable and similar income	30.517.679,21	26.658.443,78	1.039.580,76	7.164.892,63	.183.252,70	934.194,70	5.224.842,80	5.457.241,77	49.965.355,47	40.214.772,88
4. Commissions receivable	1.116.350,14	8.716,44	133.534,97	501.351,37	6.836,31	5.344,38	100.350,00	83.333,33	1.357.071,42	598.745,52
6. Net profit or net loss on financial operations	671.798,17	-325.267,34	0	0	-833.538,50	-222.913,88	0	0	-161.740,33	-548.181,22
7. Other operating income	7.054,95	193.993,65	0	0	0	0	0	0	7.054,95	193.993,65

The ICBC's gross operating expenses show the following regional breakdown, where the breakdown is based on the location of the customer.

in EUR	Domestic		Europe		China		Others		Total	
	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023
	in EUR	in EUR	in EUR	in EUR	in EUR	in EUR	in EUR	in EUR	in EUR	in EUR
2. Interest payable and similar expenses	3.896.545,45	3.078.532,12	7.970.924,62	6.643.687,39	11.538.025,10	10.461.126,45	12.763.027,27	5.254.253,09	36.168.522,44	25.437.599,05
5. Commissions payable	15.495,83	28.133,47	339.797,76	215.153,41	0	11.966,42	0	44.977,53	355.293,59	300.230,83

Loss on financial operation amounts to EUR 161.740,33 (2023: EUR 548.181,21) which is the valuation of FX forward transactions at the forward rate according to § 58 (2) and § 58 (3) BWG.

General administrative expenses amount to EUR 8.560.035,97 (2023: EUR 8.312.660,76), of which EUR 6.838.426,63 is attributable to personnel expenses, which increased by EUR 292.438,71 from EUR 6.545.987,92 compared to the previous year.

Pursuant to § 204 para. 2 UGB, the bank's debt securities held as fixed assets are booked with their amortization cost without any expected permanent impairment. In 2024, debt securities market value kept being recovered compared to the past years due to market interest rate changes but many of them show still below the original purchased price. However, these price changes do not represent a likely permanent impairment. In order to accurately reflect the value of the bonds, the bank

established additional provisions in 2024 in accordance with AFRAC 14 for the securities portfolio, based on the expected loss derived from internal ratings, amounting to EUR 194,508.62 (2023: EUR 66,404.40). In the meantime, EUR 45,101.58 (2023: EUR 226,012.98) of the expected loss provision was released, taking into account the recovery in market values.

Other administrative expenses, which decreases from EUR 1.721.609,34 to EUR 1.776.672,84, are broken down as follows.

in EUR	2024	2023
IT Cost	207.884,91	192.581,72
Tax, legal and consulting expenses	160.150,17	218.237,80
Travel Expenses	119.096,80	122.468,35
Communication	254.084,48	227.281,97
Annual Audit	71.356,00	77.761,28
Rental expenses	398.622,45	384.016,35
Other Expenses	510.414,53	544.325,37
Total	1.721.609,34	1.766.672,84

The depreciation and amortization on tangible assets and intangible assets amount to EUR 521.314,82 (2023: EUR 565.134,07) recognized in the position of value adjustments in respect of asset items 9 and 10.

INFORMATION ON TAXES

Income Tax expense for the financial year 2024 amounts to EUR 394.043,44 (2023: EUR 937.265,65), which is accrued based on the forecasted year-end accounting profit applied with 23% of Corporate Income Tax rate after utilizing the accumulated tax loss carried forward for 75% of the current year's profit as well as the full amount of tax provision.

Other taxes not reported under Item 18 consists of the bank stability levy in the amount of EUR 163.293,44 (2023: EUR 4.906,70) and the WKO Levy in the amount of EUR 4.292,34 (2023: EUR 4.428,96).

The accumulated loss as of the balance sheet date amounts to EUR 5.545.375,47 (2023: EUR 8.856.522,35), the net income for the year of EUR 3.311.146,88 (2023: EUR 4.272.482,77) and the loss carried forward of EUR 8.856.522,35 (2023: EUR 12.113.920,55).

The Board of Management proposes to the Annual General Meeting that the accumulated loss of EUR 5.545.375,47 be carried forward to new account.

OTHER DISCLOSURES

EXPENSES FOR AUDIT FEES

The expenses for auditing costs attributable to the financial year amount to EUR 69.600,00 (2023: EUR 71.356,00 in the year under review.

SIGNIFICANT EVENTS AFTER THE BALANCE SHEET DATE

There were no events or developments after the end of the financial year up to the 12th May 2025 that would have resulted in a material change in the recognition or measurement of the individual assets and liabilities as of the 31st December 2024 or that would have to be reported.

INFORMATION ON EMPLOYEES AND ORGANIZATION

The average number of employees was 37 (2023: 34) as of 31 December 2024 and the total number of employees was 37 (2023: 36) including 4 (2023: 4) management members.

In the 2024 financial year, the remuneration of the active managing directors amounted to TEUR 1.316 (2023: TEUR 994).

During the 2024 financial year, the members of the Management Board are as follows:

Dr. Yanni Li

Xun Kang

Christian Müllner

Zhang Hongpeng

TEUR 34 (2023: TEUR 31) was reported as remuneration for the member of the Supervisory Board.

The Supervisory Board comprised the following members during the fiscal year of 2024:

Jihong Gu (Chairman)

Shuo Wang (Vice Chairman)

Silvia Parik (Independent Member)

RETURN ON ASSETS

The return on total assets, which is presented as the quotient of the profit for the year divided by the balance sheet total at the balance sheet date, amounts to 0,31% (2023: 0,33%) in the financial year of 2024.

INFORMATION AND DISCLOSURES PURSUANT TO ARTICLE 431 CRR

In order to comply with the disclosure obligations pursuant to Articles 431 to 435 of the CRR - EU Regulation No. 575/2013 of the Company, the publication is available on the website of ICBC Austria Bank GmbH (www.icbc-at.com)

Vienna, on the 12th May 2025

Managing Directors



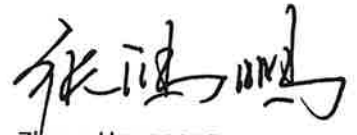
Dr. Yanni Li



Xun Kang



Christian Müllner



Zhang Hongpeng

Development of fixed assets as of December 31, 2024

	Cost of acquisition or production					Accumulated Depreciation						Book value	
	Acquisition costs	Additions	Disposals	Adjustments	Acquisition costs	Accumulated Depreciation	Additions	Write-ups	Disposals	Adjustments	Accumulated Depreciation	Book value	Book value
	01/01/2024				12/31/2024	01/01/2024					12/31/2024	12/31/2024	12/31/2023
	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
I. Intangible fixed assets													
1. Software and rights	307.477,47	0,00	0,00	0,00	307.477,47	-266.413,66	-33.803,81	0,00	0,00	0,00	-300.217,47	7.260,00	41.063,81
2. Low value assets - Software	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
	<u>307.477,47</u>	<u>0,00</u>	<u>0,00</u>	<u>0,00</u>	<u>307.477,47</u>	<u>-266.413,66</u>	<u>-33.803,81</u>	<u>0,00</u>	<u>0,00</u>	<u>0,00</u>	<u>-300.217,47</u>	<u>7.260,00</u>	<u>41.063,81</u>
II. Tangible fixed assets													
1. Installations in third parties buildings	1.841.578,97	0,00	0,00	0,00	1.841.578,97	-1.461.565,02	-357.747,92	0,00	0,00	0,00	-1.819.312,94	22.266,03	380.013,95
2. Fixture, furniture and office equipment	724.131,22	153.530,40	0,00	0,00	877.661,62	-579.566,48	-104.757,63	0,00	0,00	0,00	-684.324,11	193.337,51	144.564,74
3. Low value assets	200.441,53	3.900,00	0,00	0,00	204.341,53	-168.585,69	-25.005,46	0,00	0,00	0,00	-193.591,15	10.750,38	31.855,84
	<u>2.766.151,72</u>	<u>157.430,40</u>	<u>0,00</u>	<u>0,00</u>	<u>2.923.582,12</u>	<u>-2.209.717,19</u>	<u>-487.511,01</u>	<u>0,00</u>	<u>0,00</u>	<u>0,00</u>	<u>-2.697.228,20</u>	<u>226.353,92</u>	<u>556.434,53</u>
III. Financial assets													
1. Treasury bills and other bills eligible for refinancing with central banks	10.198.634,70	10.184.241,70	0,00	0,00	20.382.876,40	-115.367,13		0,00	0,00	128.780,97	13.413,84	20.396.290,24	10.083.267,57
2. Debt securities including fixed-income securities	236.352.228,04	5.092.726,78	-77.146.976,31	0,00	164.297.978,51	-4.379.639,99		0,00	0,00	908.056,20	-3.471.583,79	160.826.394,72	231.972.588,05
3. Participating interests	1.000,00	0,00	0,00	0,00	1.000,00	0,00		0,00	0,00	0,00	0,00	1.000,00	1.000,00
	<u>246.551.862,74</u>	<u>15.276.968,48</u>	<u>-77.146.976,31</u>	<u>0,00</u>	<u>184.681.854,91</u>	<u>-4.495.007,12</u>	<u>0,00</u>	<u>0,00</u>	<u>0,00</u>	<u>1.036.837,17</u>	<u>-3.458.169,95</u>	<u>181.223.684,96</u>	<u>242.056.855,62</u>
	<u>249.625.491,93</u>	<u>15.434.398,88</u>	<u>-77.146.976,31</u>	<u>0,00</u>	<u>187.912.914,50</u>	<u>-6.971.137,97</u>	<u>-521.314,82</u>	<u>0,00</u>	<u>0,00</u>	<u>1.036.837,17</u>	<u>-6.455.615,62</u>	<u>181.457.298,88</u>	<u>242.654.353,96</u>

Management Report

Management Report

Business Development and Economic Environment

Business Model

ICBC Austria Bank GmbH (ICBC) is a wholly owned subsidiary of Industrial and Commercial Bank of China Ltd., with a full banking license in Austria.

ICBC offers services and financing primarily to corporate clients in Austria, as well as Eastern and Central Europe. Our vision is to successfully bridge the gap between Central Europe and China, and through our banking network, to ensure that our customers are widely supported - be it European customers who have a connection to China, such as existing owners, production or distribution, or even that which want to do the first steps. We also support Chinese companies that are looking for a successful entry into the European market. This bridge is the key USP (Unique Selling Point) we can offer our clients as we combine the expertise of both worlds in our bank.

The highly qualified employees come from a wide variety of nations and thus also reflect the open corporate culture.

Economic Environment

Along with the elections in India and the elections to the European Parliament and in Austria and Germany the US election was certainly the one with the greatest significance in 2025 and – possibly – the most far-reaching consequences.

There were no immediate effects on the economy as a whole. The global economy grew at a solid 3.2%, although there were significant regional differences. China increasingly evolved from a supplier and customer to a viable competitor on the global market – keyword e-mobility. This development was not the only one that sparked a major debate in Europe – and especially in Germany – about Germany's position as an industrial location and its future. In the Eurozone, the economy grew satisfactorily – with significant regional differences. For example, Spain recorded growth of 3%. Austria and Germany remained in recession – as they did in 2023 – and recorded -0.6% and -0.1%, respectively. In Germany, in particular, business sentiment indicators showed no positive changes throughout the year. The ongoing war in Ukraine was an additional burden.

2024 saw a further slowdown in inflation rates in the euro area. In December 2023, the inflation rate in the euro area was still at 2.9%, but a year later it fell to 2.4%. However, here, too, the gap between the lowest and highest values was evident: In December 2024, Ireland had 1% inflation, while Croatia had 4.5%. In the core markets of ICBC Austria Bank GmbH, inflation ranged from 4.6% in Hungary to 2.9% in Austria. The supportive influence of falling energy prices throughout the year diminished towards the end of the year. Inflation in the services sector was a significant component of inflation rates throughout the year.

After a phase of massive increases in key interest rates, the tide turned in 2024. All major central banks initiated interest rate cuts or continued the trend they had already initiated. The European Central Bank lowered the lending rate for banks from 4.5% at the beginning of 2024 to 3.15%. The

deposit rate for banks at the ECB fell from 4% to 3%. The different differences in the interest rate cuts can be explained by a change in the ECB's approach in September. The previously applicable difference between the lending and deposit rates of 0.5% was changed to 0.15% – based on the deposit rate. This made lending rates slightly cheaper than investment rates. With its rate cuts, the ECB followed the path of declining inflation rates in the eurozone. These measures supported the ECB's goal of achieving long-term inflation figures of around 2%.

The US Federal Reserve's development was rather unusual. While it used to regularly outpace the ECB with its measures, this picture changed in 2024. The Fed cut interest rates for the first time only in September. This process was repeated two more times before the turn of the year. Thus, at the end of 2024, interest rates were in a range of 4.25% to 4.50%, compared to 5.25% to 5.5% at the beginning of the year. With its somewhat more cautious interest rate hikes, the Fed also made it clear that it would only react moderately to the strong US economy and the somewhat higher inflation figures. The situation was somewhat different in our neighboring countries, the Czech Republic and Hungary. In both countries, the central banks continued the interest rate cuts they had already initiated in 2023. The Czech National Bank (CNB) lowered its key interest rate from 6.75% at the beginning of the year to 4% in November 2024. The Magyar Nemzeti Bank (MNB) followed a similar pattern: it reduced its benchmark interest rate from 10.75% to 6.5% in September of the previous year. Both central banks also responded to declining inflation figures.

The dollar exchange rate against the euro in 2024 was influenced by two key factors: interest rate developments on both sides of the Atlantic and – especially in the fourth quarter – the prospects for Donald Trump's incoming presidency. In the first half of the year, it was the expected interest rate cuts and the associated varying speeds in the interest rate cut cycle that kept the EUR/USD exchange rate in a range of 1.06 to 1.10. The second half of the year – and especially the final months of the year – saw movement in the exchange rate. After reaching the annual high of just under 1.12 at the end of August, the exchange rate changed, and the US currency ended the year at around 1.04 against the euro. Especially after the US election and the subsequent statements by the future president, the dollar appreciated further against the euro. Overall, the EUR/USD exchange rate fluctuated by more than 7% between its highs and lows in 2024.

Geopolitical crises such as the war in Ukraine and the situation in the Middle East were only partially felt in the capital and equity markets. In addition to these issues, the focus was on the widespread decline in interest rates. The last quarter of the year showed that investors were increasingly considering the issue of rising national debt in their return considerations for longer-term bonds. For example, US Treasury yields rose significantly in the fourth quarter. Germany and Austria were only partially able to decouple themselves from this trend. Here, too, higher credit premiums were paid compared to previous periods.

Short-term interest rates in the euro area (3-month Euribor) fell from 3.90% to approximately 2.7% at the end of the year. In comparison, the swap interest rate for 10-year maturities fell from 2.44% to 2.34%. It's worth noting, however, that this interest rate reached a high of just under 2.90% and a low of just under 2.10% over the course of the year. Overall, the inverted yield curve narrowed significantly in 2024. The difference between the 3-month Euribor and the 10-year swap rate changed from 1.45% to 0.35%.

Business Development

Economically, 2024 was primarily characterized by falling interest rates, still relatively high inflation in Austria, declining domestic demand, and a sharp increase in the number of bankruptcies. Demand for credit fell significantly among both private and corporate customers. Although investment pressure would be high, especially among many corporate customers, due to the ongoing transformation of the economy into a sustainable economy and the corresponding regulatory requirements, investment

activity based on debt capital has slowed significantly due to the high interest rate level and the associated high financing costs.

France's significantly increased debt and Germany's faltering economic engine are further hampering confidence in the European economy. The situation in Germany was further exacerbated by a certain political deadlock in the German government starting in autumn 2024.

In 2024, total assets decreased to EUR 1,056.7 million, compared to EUR 1,297.9 million in the previous year. Lending to customers decreased to EUR 395.4 million (2023: 450.0), while loans and advances to banks decreased to EUR 286.8 million (2023: 309.9). The decrease in loans to customers reflects the conservative approach to risk in a highly uncertain environment. In view of the interest rate environment, the portfolio of fixed-income securities was reduced by maturation - from EUR 232 million in 2023 to EUR 160,8 million in 2024 - in order to safeguard liquidity. Most of the assets are denominated in EUR, while a small proportion of securities are denominated in USD and CNY.

Claims against central banks decreased from EUR 294 million in 2023 to EUR 193 million.

USD and CNY assets are refinanced in a currency-congruent manner.

In 2024, the majority of refinancing was carried out on the interbank market in the amount of EUR 805.1 million, compared to EUR 895.2 million in 2023. Deposit business with corporate customers decreased to EUR 48.2 million (2023: EUR 201.2 million), but is to be accelerated to ensure long-term, stable and diversified funding. However, we do not expect a rapid increase in this area in 2025 because, in addition to the current level of interest rates, the crisis environment does not encourage companies to invest funds in banks in the medium to long term.

Net interest income decreased to EUR 13.8 million from EUR 14.8 million, while net commission income increased to EUR 1,001.8 thousand from EUR 298.5 thousand, mainly driven by one-time effects due to the early repayment of loans and an expansion of syndication business.

Operating expenses amounted to EUR 9.1 million, compared to EUR 8.9 million in 2023. The expenses mainly consist of personnel expenses of EUR 6.8 million (2023: EUR 6.5 million) and administrative expenses of EUR 2.2 million (2023: EUR 1.8 million), which mainly comprise rent and services purchased. The increase in operating expenses can largely be explained by inflation-driven increases, such as salary adjustments and index-based leases and service contracts.

Due to the classification of an exposure as IFRS Stage 2 and the corresponding application of the lifetime ECL the risk costs for the default risk increased significantly by 1,3 million.

This resulted in earnings before interest and taxes (EBT) of EUR 3,872.8 thousand for the 2024 financial year (2023: EUR 5,219.1 thousand).

The planned annual profit in the amount of EUR 3,311 thousand will be carried forward to new account and will reduce the balance sheet loss to EUR 5.5 million.

Segment reporting is dispensed with, as the bank is focused on corporate banking and does not engage in retail banking, investment banking or private banking/asset management.

ICBC Austria Bank GmbH has an "A-" rating from Standard & Poor's, which was first issued in June 2019 and confirmed in 2024.

Report on branches

In 2024 ICBC Austria Bank GmbH did not operate any branches.

Financial and non-financial performance indicators

After allocating the liability reserve and taking into account the start-up losses from previous years, the eligible own funds in accordance with Part 2 of EU Regulation No. 575/2013 amount to EUR 201.4 million (previous year: MEUR 198.2), which consists exclusively of Common Equity Tier 1 capital. The Common Equity Tier 1 capital ratio (Common Equity Tier 1 capital / required own funds * 12.5) was 30.99% (previous year: 27.78%). This figure also corresponds to the T1 ratio and the total capital ratio, as we only have Common Equity Tier 1 capital on our balance sheet.

Despite the crisis, ICBC Austria Bank GmbH had sufficient liquidity available at all times in 2024. As of 31.12.2024, the liquidity coverage ratio (LCR - stock of first-class liquid assets / net outflows over the next 30 days) was 449,32% (previous year 730%), and the net stable funding ratio (NSFR) as of 31.12.2024 was 134.36% (previous year: 138%).

The cost-income ratio at the end of 2024 was 62.01% (previous year: 63.5%), and the return on equity was 1.64% (previous year: 2.26%)

As of 31.12.2024, the number of employees at ICBC Austria Bank GmbH was 38 employees, including 4 managing directors (previous year: 36). Of these, 15 were female and 23 were male, diversity is part of everyday practice at ICBC Austria Bank GmbH - in the management and supervisory board, the gender distribution is almost 50%. At department head level, there are 4 male and 4 female colleagues. Taking into account the strict regulatory environment and the requirements for a robust and efficient internal control system, the distribution between the market and the aftermarket is about 30% to 70%.

Report on anticipated trends and risks

Expected development of the company

In 2025, the economy in Western Europe is likely to experience only a slight acceleration. While the dampening effect of interest rates should ease, the weak phase in the industrial sector should end, and private consumption should benefit from inflation-related wage increases, the structural challenges facing the heavyweight Germany and the European industrial sector are weighing on Europe's growth. Furthermore, following Trump's victory in the US presidential election and the tariff measures already implemented, economic risks have increased, particularly for export-oriented countries. Foreseeable trade barriers should dampen European growth and, with a high probability, lead to a recession. An end to the war in Ukraine in the coming months seems unlikely from today's perspective. However, in the absence of further substantial military escalation in or beyond Ukraine, no additional negative implications for the economy in the Eurozone or in the CE/SEE countries are expected. Another risk factor is the situation in the Middle East.

There are clear downside risks to economic development and upside risks to inflation, which would become acute in the event of a significant military escalation. The ECB is expected to continue the interest rate cut cycle it began last year, lowering interest rates from a restrictive to neutral level. The US Federal Reserve is also likely to cautiously implement further interest rate cuts, but given the inflationary impact of both the new US President's existing and foreseeable policy measures and the

more dynamic economy, it has only limited scope for further interest rate cuts.

Thus, we in Austria are still trapped in a prolonged recession, which, due to declining consumer confidence and the associated decline in domestic demand and exports, can only be broken through with bold and stringent measures by the new government. However, sustainable structural reforms in Austria, as well as in Germany, through the new coalition, are currently not foreseeable.

In Central Europe (CE), the recovery is expected to accelerate in 2025, as continued strength in consumption continues due to strong labor market developments, real wage growth, and cautious interest rate easing. Investment growth will also increase further. On the other hand, growth should be somewhat dampened by increased fiscal consolidation efforts resulting from the initiated EU excessive deficit procedures against several countries. Furthermore, the geopolitical environment may take its toll, as trade tariffs are expected to negatively impact the Eurozone economy, and the adverse environment is also expected to exert depreciation pressure on CEE currencies, which in turn is likely to prevent further monetary easing. Poland is forecast to remain the growth leader, as the full impact of the released NGEU funds will be felt from 2025 onwards.

Thus, the outlook for 2025 is no less challenging than for 2024. However, ICBC Austria Bank GmbH ended the past year well and successfully and, despite many imponderables and variables, is optimistic about the future and, not least thanks to its good capitalisation, will continue to focus on growth dynamics, albeit a somewhat subdued one.

ICBC Austria Bank GmbH continues to pursue the strategic goal of establishing itself as the financial partner of choice for Austrian companies and companies in the CEE region that have a connection to China and to offer tailor-made solutions in a wide range of product areas.

Material risks and uncertainties

Essentially, 4 uncertainties can currently be identified:

- a) Continuing geopolitical upheavals and the war in Ukraine and the Middle East could escalate at any time and further exacerbate the existing recession.
- b) Recession in the major EU economies increases pressure for interest rate cuts, which may again drive inflation.
- c) Rising energy prices due to sustainability-related adjustments to CO2 pricing, unclear procurement costs for raw materials and other goods that must be imported and may be subject to trade restrictions and/or higher tariffs, and persistently high personnel costs are placing many companies under significant cost pressure, which in some cases cannot be adequately passed on to customers through price increases and could thus put these companies in financial difficulty.
- d) Growing uncertainties in the global economy due to unexpected and erratic measures by the US President could have a significant impact on export- and import-oriented companies.

We are starting 2025 with a lot of imponderables, in some areas with more uncertainty than last year. However, with a very strong mother behind us and thanks to our highly professional staff, we are confident that we will overcome all obstacles and be able to achieve a good result in this environment.

Report on research and development

ICBC Austria Bank GmbH undertakes no research and development activities.

Reporting on key features of the internal control and risk management system in relation to the accounting process

Risk reporting

ICBC Austria Bank GmbH continuously develops its risk management in order to effectively identify, assess and control risks. Risk management is a component of overall bank management, and takes into account the nature, extent and complexity of transactions, and the resultant risks, in addition to the legal and regulatory framework. The Managing Board has defined a risk strategy that is consistent with the business strategy and the risks resulting therefrom. The risk strategy comprises the aims of diversification of risk from essential business activities as well as the measures to accomplish those aims. In particular, risk tolerances have been determined for all essential risks, taking account of risk concentrations. In this context, risk concentrations have also been accounted for with a view to the earnings situation of the bank.

Risk-bearing capacity

On the basis of the overall risk profile, care is being taken that the essential risks are covered by the risk covering potential on a current basis, taking into account risk concentrations, and accordingly the risk-bearing capacity of the bank is ensured. ICBC Austria Bank GmbH has established an internal process to ensure its risk-bearing capacity. The risk-bearing capacity is considered during determination of the strategies as well as their modification. Adequate risk control and controlling processes have been established to implement the strategies and/or to ensure the organization's risk-bearing capacity. For risks that are incorporated in the concept of risk-bearing capacity but for which no suitable quantification procedure is available, a risk amount (risk buffer) is determined on the basis of a plausibility check. The plausibility check is carried out on the basis of a qualified expert estimate. The choice of the methods and procedures for assessing risk-bearing capacity is the responsibility of the Managing Board. The determination of essential elements of risk-bearing capacity control as well as of essential underlying assumptions is approved by the Managing Board. The adequacy of the methods and procedures is checked by the respective competent employees every year. The procedures used to control risk-bearing capacity take account of the aim to manage the bank on a going-concern basis, but also the protection of creditors against economic loss. ICBC Austria Bank GmbH disposes of a process for the planning of future capital requirements. The planning horizon comprises an adequately long period of several years (3 years). In this context, account is taken of the effects that changes of the bank's own business activity or of the strategic targets as well as changes to the economic environment will have on the capital requirement – beyond the risk assessment horizon of the risk-bearing capacity concept.

Internal control system

In line with the type, scope, complexity and degree of risk of the bank's business activities,

- arrangements were made with respect to the organizational structure and process organization,
- risk control and controlling processes were put in place, and
- a risk management function was implemented.

Organizational structure and process organization

The characteristics of the organizational structure and process organization ensure that incompatible activities are carried out by different employees and that conflicts of interest are avoided. Processes and the associated tasks, competencies, responsibilities, controls and communication channels are clearly defined and geared to each other. This includes the regular and ad-hoc review of IT authorizations, signatory powers and other authorities granted. The same applies with respect to interfaces with key outsourcing partners.

Risk control and controlling process

ICBC Austria Bank GmbH has put in place adequate risk control and controlling processes that ensure the identification, assessment, control as well as monitoring and communication of essential risks and of the associated risk concentrations. These processes are integrated in a joint yield management and risk control system (internal capital adequacy assessment process, ICAAP). Suitable measures ensure that the risks and associated risk concentrations are effectively limited and monitored taking account of the risk-bearing capacity and of the risk tolerances. The risk control and controlling processes make sure that essential risks – even from outsourced activities and processes – can be identified early on, measured in full and presented adequately. Reports on the risk situation are presented to the Managing Board at suitable intervals. Risk reporting must be effected in a comprehensible, meaningful way. Apart from the relevant presentation, it will also include an assessment of the risk situation. If necessary, risk reporting will also include proposed action, e.g. with a view to a reduction of risk. Moreover, risk concentrations and their potential consequences are dealt with separately. As a complement to regular reporting, annual stress tests are carried out. The results of the stress tests and the potential effects on the risk situation and the risk covering potential, as well as the essential assumptions underlying the stress tests are presented in a separate report. Information that is essential with a view to risk will be passed on to the Managing Board, the respective officers and the Internal Audit function without delay, for suitable measures or audits to be initiated at an early stage. The Managing Board will inform the Supervisory Board in writing about the risk situation at quarterly intervals. Information that is essential for the Supervisory Board under a risk aspect will be passed on by the Managing Board without delay. The risk control and controlling processes are promptly adjusted to changing conditions.

Risk Management

ICBC Austria Bank GmbH disposes of a Risk Management function responsible for the independent monitoring and communication of risks.

Risk Management has the following tasks in particular:

- Assistance of the Managing Board in all risk policy matters, in particular in the development and implementation of the risk strategy, as well as in devising a system for the limitation of risks
- Assistance of the Managing Board in establishing and developing the risk control and controlling processes
- Putting in place and developing a system of risk ratios and of an early warning mechanism for risks
- Ongoing monitoring of the bank's risk situation and risk-bearing capacity as well as of compliance with the risk limits established
- Regular preparation of the risk reports for the Managing Board
- Responsibility for the processes put in place to immediately pass on to the Managing Board, to the respective officers and to Internal Audit, if applicable,
- any information that is essential under a risk aspect.

The staff of the Risk Management function have been granted all the requisite powers and unlimited access to all information that is required for the performance of their tasks.

Management of special types of risk

ICBC Austria Bank GmbH's scope of business results in essential risks, especially in the sphere of credit and counterparty risk, liquidity risk, operational risk as well as other risks.

Credit and counterparty risk

For the calculation of the credit and counterparty risk, ICBC Austria Bank GmbH applies the standard approach acc. to Art. 111-141 CRR. ICBC Austria Bank GmbH limits the credit and counterparty default risk by conducting a comprehensive individual analysis for each potential exposure and by making all credit decisions in the credit committee.

ICBC Austria Bank GmbH measures and controls the credit risk in line with the following principles:

- In all divisions, uniform standards are applied to the respective credit decisions.
- The approval of credit limits for business partners and the control of the individual credit exposures must take place within the scope of the credit strategy. Moreover, each decision includes a risk-return analysis.
- Each loan granted to a business partner and any material change of a credit component (such as term, collateral structure or important contractual provisions) is subject to renewal of the credit approval.
- Credit exposures to a certain group of borrowers are consolidated by ICBC Austria Bank GmbH. ICBC Austria Bank GmbH considers borrowers that are associated with each other by the same beneficial owners beyond legal requirements or that are jointly and severally liable for all or essential parts of the loans granted as a "group of borrowers".

An important element of the credit approval process is a detailed risk assessment of each credit exposure of a borrower or group of borrowers. In assessing the risk, ICBC Austria Bank GmbH will consider both the creditworthiness of the business partner and the risks relevant to credit exposure. The resulting risk classification will not only influence the structure of the transaction and the credit decision, but will also determine the degree of monitoring for the respective exposure.

Operational risk

Risk Management has adopted guidelines for the identification, assessment, reporting and monitoring of operational risks. It is responsible for the definition of the operational risk framework and of the pertinent guidelines, while the responsibility for implementation of the framework and day-to-day operational risk management lies with the divisions and the administrative function. This business partnership model results in strict control and an increased awareness of operational risks. For the calculation of operational risk, ICBC Austria Bank GmbH applies the basic indicator approach acc. to Art. 315-316 CRR. The aim is to proactively control operational risks. For this reason, the Risk Management function carries out a risk inventory process in the form of a self-assessment with the individual corporate and administrative divisions each year.

The loss scenarios developed in the course of this process are summarized in the risk profile of ICBC

Austria Bank GmbH, based on which measures and priorities are defined to reduce risk. ICBC Austria Bank GmbH has implemented a loss database, which is kept by Risk Management. All business and organizational divisions are instructed to report any mistakes that have occurred (regardless of the amount of money involved) to the Risk Management function, thus enabling their analysis in a first step and to derive arrangements to prevent new mistakes from occurring in the next step.

Liquidity risk

Liquidity management ensures that ICBC Austria Bank GmbH will always be in a position to settle its payment obligations on time and that asset positions can be liquidated at any time without having to accept significant discounts on the market. The Asset Liability Committee (ALCO) is responsible for liquidity management. It is the task of liquidity management to identify, measure and control liquidity risk positions. The ALCO consists of employees from Treasury, Finance & Accounting, CIB, Risk Management divisions and the Management Board.

Sustainability Risk

The sustainability risks are evaluated and taken into account as part of the individual loan analysis. On the one hand, ESG ratings, if available, are used, but on the other hand, the sustainability risks, especially the ecological factors, are included in the qualitative analysis. The analysis is based on the recommendations of the FMA (guidelines for dealing with sustainability risks) and the EBA (including guidelines on loan origination and report on environmental, social and governance (ESG) risks management and supervision) as well as the taxonomy regulation of the European Commission.

Since sustainability risks are still a relatively young topic and there are no market or general benchmarks in many areas, the analysis of sustainability risks is subject to constant further development and is also constantly re-evaluated.

ESG risk factors should also be anchored in the internal rating models by 2025 at the latest, so that the changed default risk should also be taken into account in portfolio management as part of the ICAAP.

The EU's comprehensive legal framework, including the Corporate Sustainability Reporting Directive (CSRD) and the European Sustainability Reporting Standards (ESRS), is changing the reporting landscape. We don't see these changes as an obstacle, but as an opportunity.

In preparation for this era, we are taking comprehensive measures to adapt our systems and processes to the new requirements. This includes aligning our reporting with EU legislation, integrating the guidelines of the European Banking Authority (EBA), as well as complying with EU taxonomy rules and climate-related expectations of supervisors. In addition, we always keep an eye on the special challenges that these risks entail. These efforts not only ensure compliance with regulatory requirements, but also allow us to gain deeper insight into our sustainability performance and risk profile. This, in turn, allows for more informed decision-making and strategic planning, and strengthens our commitment to sustainable development and long-term value creation.

From 2026, based on the 2025 financial figures, our new reporting framework will integrate three key provisions – Article 449a CRR (Capital Requirements Regulation), EU Taxonomy and ESRS – as applicable to our institution, to ensure comprehensive, transparent and impactful sustainability reporting. These regulations are in line with ESG goals and promote sustainable growth, informed decisions and the trust of our stakeholders.

Article 449a CRR requires financial institutions to integrate sustainability risks into their risk management, corporate governance and disclosure requirements. By requiring them to identify climate and environmental risks in a structured and transparent manner, these requirements strengthen

institutions' resilience to climate risks, increase transparency on sustainability-related financial risks, and align governance structures with long-term environmental goals.

The EU Taxonomy introduces a classification system for environmentally sustainable economic activities that provides clear criteria for assessing the environmental impact of investments and activities. This framework promotes the alignment of investments with sustainable goals, supports green finance and the energy transition, promotes compliance with the EU Green Deal and decarbonisation targets, thus supporting the transition to a more sustainable economy.

The ESRS under the CSRD Directive sets out comprehensive guidelines for the disclosure of sustainability information, including dual materiality analysis, stakeholder engagement and ESG performance reporting. These standards ensure consistent and thorough sustainability reporting, take into account both financial materiality and broader environmental and social impacts, and enable data-driven decisions that improve ESG performance and long-term strategic planning. Initial reporting in accordance with the ESRS is planned for 2025, as far as regulatory requirements are applicable.

Companies subject to the CSRD must conduct a materiality analysis to identify sustainability aspects that are significant both in terms of social or environmental impact and from a financial perspective. This crucial process forms the basis for compliance with the ESRS and goes beyond mandatory disclosure requirements to determine which issues are most material to each company. A robust materiality assessment enables an appropriate, targeted and pragmatic approach to sustainability reporting that ensures relevance and effectiveness at the same time.

This materiality analysis will be carried out for the first time in 2025 and will be guided by the GRI and European Financial Reporting Advisory Group (EFRAG) methodology. This assessment identifies four key themes: climate and energy, own workforce, consumers and end users, and governance and compliance.

The materiality assessment is guided by a robust three-dimensional methodology:

1. Dual materiality: This approach identifies topics that are relevant to both financial performance and societal or environmental well-being to ensure credible and comprehensive sustainability reporting.
2. Impacts, risks and opportunities: By focusing on the most relevant topics, this dimension aims to make reporting efforts effective, determine the applicable ESRS disclosure requirements and promote data-driven, objective decision-making.
3. Stakeholder engagement: Active stakeholder engagement ensures that the most relevant topics are addressed, helps identify hidden risks and opportunities, and strengthens relationships with key audiences.

In our sustainability framework, we apply a holistic view and focus on both the materiality of financial risk ("outside-in") and the materiality of the impact ("inside-out"), recognizing that companies do not act in isolation, but are influenced and can influence the socio-economic and natural context in which they operate. In parallel, we have improved our lending process to ensure that any negative impacts and risks are assessed and mitigated.

ICBC Austria Bank integrates sustainability into its lending process by assessing whether it qualifies as sustainable for each new financing. This assessment is based on a classification system for sustainable finance, which is based on the EU taxonomy classification, which will serve as the basis for calculating the green asset ratio in future publications.

ICBC Austria Bank has created a framework to consider both the ESG implications ("inside-out") and the risks ("outside-in") associated with its financing. These measures are integrated into the entire lending process and ensure that sustainability aspects are systematically assessed. Key components of this framework include the application of exclusion criteria, as well as the implementation of a mandatory sustainability check to verify customer information in the near future.

The following exclusion criteria have been established for all new businesses (financing and investment) to exclude activities that are not in line with our social, environmental and ethical

standards. They play a dual role, as they also serve to protect against reputational risks.

- i. No financing of businesses or assets that pose a permanent/material risk to the environment; in particular, no financing for the purpose of (a) coal, gas, peat and oil extraction (in particular tar sands/Arctic drilling), (b) the construction of new coal/peat-fired power plants, (c) the production or trade of unbound asbestos fibres, (d) driftnet fishing with nets of more than 2.5 km in length, (e) commercial logging in humid tropical primary forests and the production of or trade in timber or other forest products, that do not come from sustainably managed forests.
- ii. Not funding activities that have serious negative social impacts or pose a danger to life or health from (a) countries at war if they have been condemned by the United Nations, (b) the manufacture of or trade in weapons, (c) gambling, (d) the production or sale of spirits, (e) the manufacture or sale of tobacco products, (f) Pornography, in each case (except for (a)), if the relevant activities account for more than 5% of the Borrower's income
- iii. No funding for violations of (a) national or international laws, sanctions, (b) the UN Declaration of Human Rights, (c) the ILO core labour standards (e.g. harmful forced labour, harmful child labour), (d) ethical principles or problematic corporate governance issues, in particular corruption (accepting or demanding bribes).
- iv. No financing for customers without sufficient information or with unclear ownership and no credit transactions whose purpose was not understood.

A special standard of care must be applied, also with regard to reputational risk. Projects that meet these exclusion criteria will not be funded.

Currency Exchange risk

The currency exchange risk is defined as the risk of losses in foreign currency positions caused by an unfavorable change in the exchange rate, the open FX position being the difference between the sum total of asset positions and the sum total of liability positions in a given currency.

Except for small residual positions, the open FX position is closed daily, also by using symmetrical FX derivatives, mainly FX swaps.

Other risks

General business risk: Basically, ICBC Austria Bank GmbH is in a position to achieve a positive result on the basis of the existing business model. In the course of the annual accounts, a risk strategy is defined for the new fiscal year which also serves as a basis for the allocation of economic capital. Based on the preliminary balance sheet figures of the annual accounts and on the risk strategy adopted by the joint Managing Board, a financial forecast will be prepared for the new fiscal year. A Profit Center account is prepared monthly. The result is compared with the target values, which were calculated according to the same criteria, on a monthly basis. Strategic risks, business and yield risks are consolidated with the credit, market and interest rate risks and supplemented by operational risks. The result will be discussed and analyzed promptly by the joint Managing Board. This process ensures that general business risks are identified immediately.

Reputational risk: Risk management is effected through a comprehensive due diligence process within the scope of account opening as well as through permanent monitoring of all customer activities using an analytical software (SIRON). SIRON, an analytical software solution for the prevention of money

laundering, white-collar crime and the financing of terrorism allows for the recognition of unusual, unexpected and suspicious transactions on the part of customers. Significant suspicious facts (based on the risk analysis effected by ICBC Austria Bank GmbH) will automatically trigger an alert at previously defined contact points.

Vienna, May 12th 2025

Yanni Li

Xun Kang

Christian Müllner

Hongpeng Zhang

Other Appendices

General Conditions of Contract for the Public Accounting Professions (AAB 2018)

Provided by the Board of the Chamber of Tax Advisers and Auditors

Preamble and General Items

(1) Contract within the meaning of these Conditions of Contract refers to each contract on services to be rendered by a person entitled to exercise profession in the field of public accounting exercising that profession (de facto activities as well as providing or performing legal transactions or acts, in each case pursuant to Sections 2 or 3 Austrian Public Accounting Professions Act (WTBG 2017). The parties to the contract shall hereinafter be referred to as the "contractor" on the one hand and the "client" on the other hand).

(2) The General Conditions of Contract for the professions in the field of public accounting are divided into two sections: The Conditions of Section I shall apply to contracts where the agreeing of contracts is part of the operations of the client's company (entrepreneur within the meaning of the Austrian Consumer Protection Act. They shall apply to consumer business under the Austrian Consumer Protection Act (Federal Act of March 8, 1979 / Federal Law Gazette No. 140 as amended) insofar as Section II does not provide otherwise for such business.

(3) In the event that an individual provision is void, the invalid provision shall be replaced by a valid provision that is as close as possible to the desired objective.

SECTION I

1. Scope and Execution of Contract

(1) The scope of the contract is generally determined in a written agreement drawn up between the client and the contractor. In the absence of such a detailed written agreement, (2)-(4) shall apply in case of doubt:

(2) When contracted to perform tax consultation services, consultation shall consist of the following activities:

- a) preparing annual tax returns for income tax and corporate tax as well as value-added tax (VAT) on the basis of the financial statements and other documents and papers required for taxation purposes and to be submitted by the client or (if so agreed) prepared by the contractor. Unless explicitly agreed otherwise, documents and papers required for taxation purposes shall be produced by the client.
- b) examining the tax assessment notices for the tax returns mentioned under a).
- c) negotiating with the fiscal authorities in connection with the tax returns and notices mentioned under a) and b).
- d) participating in external tax audits and assessing the results of external tax audits with regard to the taxes mentioned under a).
- e) participating in appeal procedures with regard to the taxes mentioned under a).

If the contractor receives a flat fee for regular tax consultation, in the absence of written agreements to the contrary, the activities mentioned under d) and e) shall be invoiced separately.

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

(4) In each case, the obligation to render other services pursuant to Sections 2 and 3 WTBG 2017 requires for the contractor to be separately and verifiably commissioned.

(5) The aforementioned paragraphs (2) to (4) shall not apply to services requiring particular expertise provided by an expert.

(6) The contractor is not obliged to render any services, issue any warnings or provide any information beyond the scope of the contract.

(7) The contractor shall have the right to engage suitable staff and other performing agents (subcontractors) for the execution of the contract as well as to have a person entitled to exercise the profession substitute for him/her in executing the contract. Staff within the meaning of these Conditions of Contract refers to all persons who support the contractor in his/her operating activities on a regular or permanent basis, irrespective of the type of underlying legal transaction.

(8) In rendering his/her services, the contractor shall exclusively take into account Austrian law; foreign law shall only be taken into account if this has been explicitly agreed upon in writing.

(9) Should the legal situation change subsequent to delivering a final professional statement passed on by the client orally or in writing, the contractor shall not be obliged to inform the client of changes or of the consequences thereof. This shall also apply to the completed parts of a contract.

(10) The client shall be obliged to make sure that the data made available by him/her may be handled by the contractor in the course of rendering the services. In this context, the client shall particularly but not exclusively comply with the applicable provisions under data protection law and labor law.

(11) Unless explicitly agreed otherwise, if the contractor electronically submits an application to an authority, he/she acts only as a messenger and this does not constitute a declaration of intent or knowledge attributable to him/her or a person authorized to submit the application.

(12) The client undertakes not to employ persons that are or were staff of the contractor during the contractual relationship, during and within one year after termination of the contractual relationship, either in his/her company or in an associated company, failing which he/she shall be obliged to pay the contractor the amount of the annual salary of the member of staff taken over.

2. Client's Obligation to Provide Information and Submit Complete Set of Documents

(1) The client shall make sure that all documents required for the execution of the contract be placed without special request at the disposal of the contractor at the agreed date, and in good time if no such date has been agreed, and that he/she be informed of all events and circumstances which may be of significance for the execution of the contract. This shall also apply to documents, events and circumstances which become known only after the contractor has commenced his/her work.

(2) The contractor shall be justified in regarding information and documents presented to him/her by the client, in particular figures, as correct and complete and to base the contract on them. The contractor shall not be obliged to identify any errors unless agreed separately in writing. This shall particularly apply to the correctness and completeness of bills. However, he/she is obliged to inform the client of any errors identified by him/her. In case of financial criminal proceedings he/she shall protect the rights of the client.

(3) The client shall confirm in writing that all documents submitted, all information provided and explanations given in the context of audits, expert opinions and expert services are complete.

(4) If the client fails to disclose considerable risks in connection with the preparation of financial statements and other statements, the contractor shall not be obliged to render any compensation insofar as these risks materialize.

(5) Dates and time schedules stated by the contractor for the completion of the contractor's products or parts thereof are best estimates and, unless otherwise agreed in writing, shall not be binding. The same applies to any estimates of fees: they are prepared to best of the contractor's knowledge; however, they shall always be non-binding.

(6) The client shall always provide the contractor with his/her current contact details (particularly the delivery address). The contractor may rely on the validity of the contact details most recently provided by the client, particularly have deliveries made to the most recently provided address, until such time as new contact details are provided.

3. Safeguarding of Independence

(1) The client shall be obliged to take all measures to prevent that the independence of the staff of the contractor be jeopardized and shall himself/herself refrain from jeopardizing their independence in any way. In particular, this shall apply to offers of employment and to offers to accept contracts on their own account.

(2) The client acknowledges that his/her personal details required in this respect, as well as the type and scope of the services, including the performance period agreed between the contractor and the client for the services (both audit and non-audit services), shall be handled within a network (if any) to which the contractor belongs, and for this purpose transferred to the other members of the network including abroad for the purpose of examination of the existence of grounds of bias or grounds for exclusion and conflicts of interest. For this purpose the client expressly releases the contractor in accordance with the Data Protection Act and in accordance with Section 80 (4) No. 2 WTBG 2017 from his/her obligation to maintain secrecy. The client can revoke the release from the obligation to maintain secrecy at any time.

4. Reporting Requirements

(1) (Reporting by the contractor) In the absence of an agreement to the contrary, a written report shall be drawn up in the case of audits and expert opinions.

(2) (Communication to the client) All contract-related information and opinions, including reports, (all declarations of knowledge) of the contractor, his/her staff, other performing agents or substitutes ("professional statements") shall only be binding provided they are set down in writing. Professional statements in electronic file formats which are made, transferred or confirmed by fax or e-mail or using similar types of electronic communication (that can be stored and reproduced but is not oral, i.e. e.g. text messages but not telephone) shall be deemed as set down in writing; this shall only apply to professional statements. The client bears the risk that professional statements may be issued by persons not entitled to do so as well as the transfer risk of such professional statements.

(3) (Communication to the client) The client hereby consents to the contractor communicating with the client (e.g. by e-mail) in an unencrypted manner. The client declares that he/she has been informed of the risks arising from the use of electronic communication (particularly access to, maintaining secrecy of, changing of messages in the course of transfer). The contractor, his/her staff, other performing agents or substitutes are not liable for any losses that arise as a result of the use of electronic means of communication.

(4) (Communication to the contractor) Receipt and forwarding of information to the contractor and his/her staff are not always guaranteed when the telephone is used, in particular in conjunction with automatic telephone answering systems, fax, e-mail and other types of electronic communication. As a result, instructions and important information shall only be deemed to have been received by the contractor provided they are also received physically (not by telephone, orally or electronically), unless explicit confirmation of receipt is provided in individual instances. Automatic confirmation that items have been transmitted and read shall not constitute such explicit confirmations of receipt. This shall apply in particular to the transmission of decisions and other information relating to deadlines. As a result, critical and important notifications must be sent to the contractor by mail or courier. Delivery of documents to staff outside the firm's offices shall not count as delivery.

(5) (General) In writing shall mean, insofar as not otherwise laid down in Item 4. (2), written form within the meaning of Section 886 Austrian Civil Code (ABGB) (confirmed by signature). An advanced electronic signature (Art. 26 eIDAS Regulation (EU) No. 910/2014) fulfills the requirement of written form within the meaning of Section 886 ABGB (confirmed by signature) insofar as this is at the discretion of the parties to the contract.

(6) (Promotional information) The contractor will send recurrent general tax law and general commercial law information to the client electronically (e.g. by e-mail). The client acknowledges that he/she has the right to object to receiving direct advertising at any time.

5. Protection of Intellectual Property of the Contractor

(1) The client shall be obliged to ensure that reports, expert opinions, organizational plans, drafts, drawings, calculations and the like, issued by the contractor, be used only for the purpose specified in the contract (e.g. pursuant to Section 44 (3) Austrian Income Tax Act 1988). Furthermore, professional statements made orally or in writing by the contractor may be passed on to a third party for use only with the written consent of the contractor.

(2) The use of professional statements made orally or in writing by the contractor for promotional purposes shall not be permitted; a violation of this provision shall give the contractor the right to terminate without notice to the client all contracts not yet executed.

(3) The contractor shall retain the copyright on his/her work. Permission to use the work shall be subject to the written consent by the contractor.

6. Correction of Errors

(1) The contractor shall have the right and shall be obliged to correct all errors and inaccuracies in his/her professional statement made orally or in writing which subsequently come to light and shall be obliged to inform the client thereof without delay. He/she shall also have the right to inform a third party acquainted with the original professional statement of the change.

(2) The client has the right to have all errors corrected free of charge if the contractor can be held responsible for them; this right will expire six months after completion of the services rendered by the contractor and/or – in cases where a written professional statement has not been delivered – six months after the contractor has completed the work that gives cause to complaint.

(3) If the contractor fails to correct errors which have come to light, the client shall have the right to demand a reduction in price. The extent to which additional claims for damages can be asserted is stipulated under Item 7.

7. Liability

(1) All liability provisions shall apply to all disputes in connection with the contractual relationship, irrespective of the legal grounds. The contractor is liable for losses arising in connection with the contractual relationship (including its termination) only in case of willful intent and gross negligence. The applicability of Section 1298 2nd Sentence ABGB is excluded.

(2) In cases of gross negligence, the maximum liability for damages due from the contractor is tenfold the minimum insurance sum of the professional liability insurance according to Section 11 WTBG 2017 as amended.

(3) The limitation of liability pursuant to Item 7. (2) refers to the individual case of damages. The individual case of damages includes all consequences of a breach of duty regardless of whether damages arose in one or more consecutive years. In this context, multiple acts or failures to act that are based on the same or similar source of error as one consistent breach of duty if the matters concerned are legally and economically connected. Single damages remain individual cases of damage even if they are based on several breaches of duty. Furthermore, the contractor's liability for loss of profit as well as collateral, consequential, incidental or similar losses is excluded in case of willful damage.

(4) Any action for damages may only be brought within six months after those entitled to assert a claim have gained knowledge of the damage, but no later than three years after the occurrence of the (primary) loss following the incident upon which the claim is based, unless other statutory limitation periods are laid down in other legal provisions.

(5) Should Section 275 Austrian Commercial Code (UGB) be applicable (due to a criminal offense), the liability provisions contained therein shall apply even in cases where several persons have participated in the execution of the contract or where several activities requiring compensation have taken place and irrespective of whether other participants have acted with intent.

(6) In cases where a formal auditor's report is issued, the applicable limitation period shall commence no later than at the time the said auditor's report was issued.

(7) If activities are carried out by enlisting the services of a third party, e.g. a data-processing company, any warranty claims and claims for damages which arise against the third party according to law and contract shall be deemed as having been passed on to the client once the client has been informed of them. Item 4. (3) notwithstanding, in such a case the contractor shall only be liable for fault in choosing the third party.

(8) The contractor's liability to third parties is excluded in any case. If third parties come into contact with the contractor's work in any manner due to the client, the client shall expressly clarify this fact to them. Insofar as such exclusion of liability is not legally permissible or a liability to third parties has been assumed by the contractor in exceptional cases, these limitations of liability shall in any case also apply to third parties on a subsidiary basis. In any case, a third party cannot raise any claims that go beyond any claim raised by the client. The maximum sum of liability shall be valid only once for all parties injured, including the compensation claims of the client, even if several persons (the client and a third party or several third parties) have sustained losses; the claims of the parties injured shall be satisfied in the order in which the claims have been raised. The client will indemnify and hold harmless the contractor and his/her staff against any claims by third parties in connection with professional statements made orally or in writing by the contractor and passed on to these third parties.

(9) Item 7. shall also apply to any of the client's liability claims to third parties (performing agents and vicarious agents of the contractor) and to substitutes of the contractor relating to the contractual relationship.

8. Secrecy, Data Protection

(1) According to Section 80 WTBG 2017 the contractor shall be obliged to maintain secrecy in all matters that become known to him/her in connection with his/her work for the client, unless the client releases him/her from this duty or he/she is bound by law to deliver a statement.

(2) Insofar as it is necessary to pursue the contractor's claims (particularly claims for fees) or to dispute claims against the contractor (particularly claims for damages raised by the client or third parties against the contractor), the contractor shall be released from his/her professional obligation to maintain secrecy.

(3) The contractor shall be permitted to hand on reports, expert opinions and other written statements pertaining to the results of his/her services to third parties only with the permission of the client, unless he/she is required to do so by law.

(4) The contractor is a data protection controller within the meaning of the General Data Protection Regulation ("GDPR") with regard to all personal data processed under the contract. The contractor is thus authorized to process personal data entrusted to him/her within the limits of the contract. The material made available to the contractor (paper and data carriers) shall generally be handed to the client or to third parties appointed by the client after the respective rendering of services has been completed, or be kept and destroyed by the contractor if so agreed. The contractor is authorized to keep copies thereof insofar as he/she needs them to appropriately document his/her services or insofar as it is required by law or customary in the profession.

(5) If the contractor supports the client in fulfilling his/her duties to the data subjects arising from the client's function as data protection controller, the contractor shall be entitled to charge the client for the actual efforts undertaken. The same shall apply to efforts undertaken for information with regard to the contractual relationship which is provided to third parties after having been released from the obligation to maintain secrecy to third parties by the client.

9. Withdrawal and Cancellation („Termination“)

(1) The notice of termination of a contract shall be issued in writing (see also Item 4. (4) and (5)). The expiry of an existing power of attorney shall not result in a termination of the contract.

(2) Unless otherwise agreed in writing or stipulated by force of law, either contractual partner shall have the right to terminate the contract at any time with immediate effect. The fee shall be calculated according to Item 11.

(3) However, a continuing agreement (fixed-term or open-ended contract on – even if not exclusively – the rendering of repeated individual services, also with a flat fee) may, without good reason, only be terminated at the end of the calendar month by observing a period of notice of three months, unless otherwise agreed in writing.

(4) After notice of termination of a continuing agreement and unless otherwise stipulated in the following, only those individual tasks shall still be completed by the contractor (list of assignments to be completed) that can (generally) be completed fully within the period of notice insofar as the client is notified in writing within one month after commencement of the termination notice period within the meaning of Item 4. (2). The list of assignments to be completed shall be completed within the termination period if all documents required are provided without delay and if no good reason exists that impedes completion.

(5) Should it happen that in case of a continuing agreement more than two similar assignments which are usually completed only once a year (e.g. financial statements, annual tax returns, etc.) are to be completed, any such assignments exceeding this number shall be regarded as assignments to be completed only with the client's explicit consent. If applicable, the client shall be informed of this explicitly in the statement pursuant to Item 9. (4).

10. Termination in Case of Default in Acceptance and Failure to Cooperate on the Part of the Client and Legal Impediments to Execution

(1) If the client defaults on acceptance of the services rendered by the contractor or fails to carry out a task incumbent on him/her either according to Item 2. or imposed on him/her in another way, the contractor shall have the right to terminate the contract without prior notice. The same shall apply if the client requests a way to execute (also partially) the contract that the contractor reasonably believes is not in compliance with the legal situation or professional principles. His/her fees shall be calculated according to Item 11. Default in acceptance or failure to cooperate on the part of the client shall also justify a claim for compensation made by the contractor for the extra time and labor hereby expended as well as for the damage caused, if the contractor does not invoke his/her right to terminate the contract.

(2) For contracts concerning bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions, a termination without prior notice by the contractor is permissible under Item 10. (1) if the client verifiably fails to cooperate twice as laid down in Item 2. (1).

11. Entitlement to Fee

(1) If the contract fails to be executed (e.g. due to withdrawal or cancellation), the contractor shall be entitled to the negotiated compensation (fee), provided he/she was prepared to render the services and was prevented from so doing by circumstances caused by the client, whereby a merely contributory negligence by the contractor in this respect shall be excluded; in this case the contractor need not take into account the amount he/she obtained or failed to obtain through alternative use of his/her own professional services or those of his/her staff.

(2) If a continuing agreement is terminated, the negotiated compensation for the list of assignments to be completed shall be due upon completion or in case completion fails due to reasons attributable to the client (reference is made to Item 11. (1)). Any flat fees negotiated shall be calculated according to the services rendered up to this point.

(3) If the client fails to cooperate and the assignment cannot be carried out as a result, the contractor shall also have the right to set a reasonable grace period on the understanding that, if this grace period expires without results, the contract shall be deemed ineffective and the consequences indicated in Item 11. (1) shall apply.

(4) If the termination notice period under Item 9. (3) is not observed by the client as well as if the contract is terminated by the contractor in accordance with Item 10. (2), the contractor shall retain his/her right to receive the full fee for three months.

12. Fee

(1) Unless the parties explicitly agreed that the services would be rendered free of charge, an appropriate remuneration in accordance with Sections 1004 and 1152 ABGB is due in any case. Amount and type of the entitlement to the fee are laid down in the agreement negotiated between the contractor and his/her client. Unless a different agreement has verifiably been reached, payments made by the client shall in all cases be credited against the oldest debt.

(2) The smallest service unit which may be charged is a quarter of an hour.

(3) Travel time to the extent required is also charged.

(4) Study of documents which, in terms of their nature and extent, may prove necessary for preparation of the contractor in his/her own office may also be charged as a special item.

(5) Should a remuneration already agreed upon prove inadequate as a result of the subsequent occurrence of special circumstances or due to special requirements of the client, the contractor shall notify the client thereof and additional negotiations for the agreement of a more suitable remuneration shall take place (also in case of inadequate flat fees).

(6) The contractor includes charges for supplementary costs and VAT in addition to the above, including but not limited to the following (7) to (9):

(7) Chargeable supplementary costs also include documented or flat-rate cash expenses, traveling expenses (first class for train journeys), per diems, mileage allowance, copying costs and similar supplementary costs.

(8) Should particular third party liabilities be involved, the corresponding insurance premiums (including insurance tax) also count as supplementary costs.

(9) Personnel and material expenses for the preparation of reports, expert opinions and similar documents are also viewed as supplementary costs.

(10) For the execution of a contract wherein joint completion involves several contractors, each of them will charge his/her own compensation.

(11) In the absence of any other agreements, compensation and advance payments are due immediately after they have been requested in writing. Where payments of compensation are made later than 14 days after the due date, default interest may be charged. Where mutual business transactions are concerned, a default interest rate at the amount stipulated in Section 456 1st and 2nd Sentence UGB shall apply.

(12) Statutory limitation is in accordance with Section 1486 of ABGB, with the period beginning at the time the service has been completed or upon the issuing of the bill within an appropriate time limit at a later point.

(13) An objection may be raised in writing against bills presented by the contractor within 4 weeks after the date of the bill. Otherwise the bill is considered as accepted. Filing of a bill in the accounting system of the recipient is also considered as acceptance.

(14) Application of Section 934 ABGB within the meaning of Section 351 UGB, i.e. rescission for *laesio enormis* (lesion beyond moiety) among entrepreneurs, is hereby renounced.

(15) If a flat fee has been negotiated for contracts concerning bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions, in the absence of written agreements to the contrary, representation in matters concerning all types of tax audits and audits of payroll-related taxes and social security contributions including settlements concerning tax assessments and the basis for contributions, preparation of reports, appeals and the like shall be invoiced separately. Unless otherwise agreed to in writing, the fee shall be considered agreed upon for one year at a time.

(16) Particular individual services in connection with the services mentioned in Item 12. (15), in particular ascertaining whether the requirements for statutory social security contributions are met, shall be dealt with only on the basis of a specific contract.

(17) The contractor shall have the right to ask for advance payments and can make delivery of the results of his/her (continued) work dependent on satisfactory fulfillment of his/her demands. As regards continuing agreements, the rendering of further services may be denied until payment of previous services (as well as any advance payments under Sentence 1) has been effected. This shall analogously apply if services are rendered in installments and fee installments are outstanding.

(18) With the exception of obvious essential errors, a complaint concerning the work of the contractor shall not justify even only the partial retention of fees, other compensation, reimbursements and advance payments (remuneration) owed to him/her in accordance with Item 12.

(19) Offsetting the remuneration claims made by the contractor in accordance with Item 12. shall only be permitted if the demands are uncontested and legally valid.

13. Other Provisions

(1) With regard to Item 12. (17), reference shall be made to the legal right of retention (Section 471 ABGB, Section 369 UGB); if the right of retention is wrongfully exercised, the contractor shall generally be liable pursuant to Item 7. or otherwise only up to the outstanding amount of his/her fee.

(2) The client shall not be entitled to receive any working papers and similar documents prepared by the contractor in the course of fulfilling the contract. In the case of contract fulfillment using electronic accounting systems the contractor shall be entitled to delete the data after handing over all data based thereon – which were prepared by the contractor in relation to the contract and which the client is obliged to keep – to the client and/or the succeeding public accountant in a structured, common and machine-readable format. The contractor shall be entitled to an appropriate fee (Item 12. shall apply by analogy) for handing over such data in a structured, common and machine-readable format. If handing over such data in a structured, common and machine-readable format is impossible or unfeasible for special reasons, they may be handed over in the form of a full print-out instead. In such a case, the contractor shall not be entitled to receive a fee.

(3) At the request and expense of the client, the contractor shall hand over all documents received from the client within the scope of his/her activities. However, this shall not apply to correspondence between the contractor and his/her client and to original documents in his/her possession and to documents which are required to be kept in accordance with the legal anti-money laundering provisions applicable to the contractor. The contractor may make copies or duplicates of the documents to be returned to the client. Once such documents have been transferred to the client, the contractor shall be entitled to an appropriate fee (Item 12. shall apply by analogy).

(4) The client shall fetch the documents handed over to the contractor within three months after the work has been completed. If the client fails to do so, the contractor shall have the right to return them to the client at the cost of the client or to charge an appropriate fee (Item 12. shall apply by analogy) if the contractor can prove that he/she has asked the client twice to pick up the documents handed over. The documents may also further be kept by third parties at the expense of the client. Furthermore, the contractor is not liable for any consequences arising from damage, loss or destruction of the documents.

(5) The contractor shall have the right to compensation of any fees that are due by use of any available deposited funds, clearing balances, trust funds or other liquid funds at his/her disposal, even if these funds are explicitly intended for safekeeping, if the client had to have anticipated the counterclaim of the contractor.

(6) To secure an existing or future fee payable, the contractor shall have the right to transfer a balance held by the client with the tax office or another balance held by the client in connection with charges and contributions, to a trust account. In this case the client shall be informed of the transfer. Subsequently, the amount secured may be collected either after agreement has been reached with the client or after enforceability of the fee by execution has been declared.

14. Applicable Law, Place of Performance, Jurisdiction

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

(2) The place of performance shall be the place of business of the contractor.

(3) In absence of a written agreement stipulating otherwise, the place of jurisdiction is the competent court of the place of performance.

SECTION II

15. Supplementary Provisions for Consumer Transactions

(1) Contracts between public accountants and consumers shall fall under the obligatory provisions of the Austrian Consumer Protection Act (KSChG).

(2) The contractor shall only be liable for the willful and grossly negligent violation of the obligations assumed.

(3) Contrary to the limitation laid down in Item 7. (2), the duty to compensate on the part of the contractor shall not be limited in case of gross negligence.

(4) Item 6. (2) (period for right to correction of errors) and Item 7. (4) (asserting claims for damages within a certain period) shall not apply.

(5) Right of Withdrawal pursuant to Section 3 KSChG:

If the consumer has not made his/her contract statement in the office usually used by the contractor, he/she may withdraw from the contract application or the contract proper. This withdrawal may be declared until the contract has been concluded or within one week after its conclusion; the period commences as soon as a document has been handed over to the consumer which contains at least the name and the address of the contractor as well as instructions on the right to withdraw from the contract, but no earlier than the conclusion of the contract. The consumer shall not have the right to withdraw from the contract

1. if the consumer himself/herself established the business relationship concerning the conclusion of this contract with the contractor or his/her representative,

2. if the conclusion of the contract has not been preceded by any talks between the parties involved or their representatives, or

3. in case of contracts where the mutual services have to be rendered immediately, if the contracts are usually concluded outside the offices of the contractors, and the fee agreed upon does not exceed €15.

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

If the consumer withdraws from the contract according to Section 3 KSChG,

1. the contractor shall return all benefits received, including all statutory interest, calculated from the day of receipt, and compensate the consumer for all necessary and useful expenses incurred in this matter,

2. the consumer shall pay for the value of the services rendered by the contractor as far as they are of a clear and predominant benefit to him/her.

According to Section 4 (3) KSChG, claims for damages shall remain unaffected.

(6) Cost Estimates according to Section 5 Austrian KSChG:

The consumer shall pay for the preparation of a cost estimate by the contractor in accordance with Section 1170a ABGB only if the consumer has been notified of this payment obligation beforehand.

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

(7) Correction of Errors: Supplement to Item 6.:

If the contractor is obliged under Section 932 ABGB to improve or complement his/her services, he/she shall execute this duty at the place where the matter was transferred. If it is in the interest of the consumer to have the work and the documents transferred by the contractor, the consumer may carry out this transfer at his/her own risk and expense.

(8) Jurisdiction: Shall apply instead of Item 14. (3)

If the domicile or the usual residence of the consumer is within the country or if he/she is employed within the country, in case of an action against him/her according to Sections 88, 89, 93 (2) and 104 (1) Austrian Court Jurisdiction Act (JN), the only competent courts shall be the courts of the districts where the consumer has his/her domicile, usual residence or place of employment.

(9) Contracts on Recurring Services:

(a) Contracts which oblige the contractor to render services and the consumer to effect repeated payments and which have been concluded for an indefinite period or a period exceeding one year may be terminated by the consumer at the end of the first year, and after the first year at the end of every six months, by adhering to a two-month period of notice.

(b) If the total work is regarded as a service that cannot be divided on account of its character, the extent and price of which is determined already at the conclusion of the contract, the first date of termination may be postponed until the second year has expired. In case of such contracts the period of notice may be extended to a maximum of six months.

(c) If the execution of a certain contract indicated in lit. a) requires considerable expenses on the part of the contractor and if he/she informed the consumer about this no later than at the time the contract was concluded, reasonable dates of termination and periods of notice which deviate from lit. a) and b) and which fit the respective circumstances may be agreed.

(d) If the consumer terminates the contract without complying with the period of notice, the termination shall become effective at the next termination date which follows the expiry of the period of notice.