

# ***Financial Statements***

Jaguar Land Rover Austria GmbH,  
Salzburg

Financial Statements as per March 31, 2022



**Jaguar Land Rover Austria GmbH**

**Financial Statements**

**as per March 31, 2022**

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**JAGUAR LAND ROVER AUSTRIA GMBH**  
**SALZBURG**  
**Balance Sheet MARCH 31, 2022**

| <b>A S S E T S</b>   | 2022-03-31<br>EUR            | 2021-03-31<br>EUR            | <b>S H A R E H O L D E R ' S   E Q U I T Y   A N D<br/>L I A B I L I T I E S</b>                        | 2022-03-31<br>EUR                     | 2021-03-31<br>EUR                     |
|--|------------------------------|------------------------------|---|---------------------------------------|---------------------------------------|
| <b>A. Fixed assets</b>   |                              |                              | <b>A. Shareholder's equity</b>  |                                       |                                       |
| I.Intangible assets  |                              |                              | I.Stated Capital called and paid in<br><i>Nominal capital</i>   | 145,000.00<br><i>145,000.00</i>       | 145,000.00<br><i>145,000.00</i>       |
| 1.Software   | 6,987.16                     | 20,273.56                    | II.Capital reserves   |                                       |                                       |
| II.Tangible assets   |                              |                              | 1.not appropriated  | 87,564.16                             | 87,564.16                             |
| 1.Buildings on land owned by third parties   | 242,818.05                   | 104,586.46                   | III.Earnings reserves   |                                       |                                       |
| 2.Technical equipment  | 104,050.64                   | 108,491.37                   | 1.Statutory reserves  | 14,500.00                             | 14,500.00                             |
| 3.Other equipment, furniture and fixtures  | 78,615.32                    | 133,414.45                   | IV.Unappropriated retained earnings<br><i>thereof prior period unappropriated retained earnings</i>     | 11,032,347.72<br><i>9,678,204.86</i>  | 9,678,204.86<br><i>8,324,748.42</i>   |
|  | <u>425,484.01</u>            | <u>346,492.28</u>            |   | 11,279,411.88                         | 9,925,269.02                          |
|  | 432,471.17                   | 366,765.84                   | <b>B. Provisions</b>  |                                       |                                       |
| <b>B. Current assets</b>   |                              |                              | 1.Accruals for severance payments   | 590,000.00                            | 544,000.00                            |
| I.Inventories  |                              |                              | 2.Provisions for taxation   | 931,046.99                            | 635,044.89                            |
| 1.Goods for resale   | 15,637,546.24                | 21,747,247.16                | 3.Other provisions  | <u>7,788,710.70</u>                   | <u>10,132,942.42</u>                  |
| II.Receivables and other assets  |                              |                              |   | 9,309,757.69                          | 11,311,987.31                         |
| 1.Accounts receivable - Trade<br><i>thereof with a remaining maturity of more than one year</i>                | 2,842,737.04<br><i>0.00</i>  | 4,583,178.88<br><i>0.00</i>  | <b>C. Liabilities</b>   |                                       |                                       |
| 2.Accounts receivable - Affiliated companies<br><i>thereof with a remaining maturity of more than one year</i> | 35,744,747.21<br><i>0.00</i> | 43,843,239.12<br><i>0.00</i> | 1.Accounts payable - Trade<br><i>thereof with a remaining maturity of up to one year</i>                | 3,627,157.52<br><i>3,627,157.52</i>   | 2,447,770.07<br><i>2,447,770.07</i>   |
| 3.Other receivables and assets<br><i>thereof with a remaining maturity of more than one year</i>               | 37,144.99<br><i>0.00</i>     | 23,393.01<br><i>0.00</i>     | 2.Accounts payable - Affiliated companies<br><i>thereof with a remaining maturity of up to one year</i> | 31,570,646.10<br><i>31,570,646.10</i> | 33,714,818.70<br><i>33,714,818.70</i> |
|  | <u>38,624,629.24</u>         | <u>48,449,811.01</u>         | 3.Other liabilities<br><i>thereof taxes</i>   | 7,128,477.03<br><i>4,117,232.67</i>   | 13,591,571.83<br><i>5,049,201.33</i>  |
| III.Bank balances  | <u>8,972,629.71</u>          | <u>1,031,692.80</u>          | <i>thereof social security</i>  | <i>112,360.94</i>                     | <i>120,734.25</i>                     |
|  | 63,234,805.19                | 71,228,750.97                | <i>thereof with a remaining maturity of up to one year</i>  | <i>6,975,477.03</i>                   | <i>13,438,571.83</i>                  |
| <b>C. Prepaid expenses and accured income</b>  | 109,103.99                   | 218,980.00                   | <i>thereof with a remaining maturity of more than one year</i>  | <u>153,000.00</u>                     | <u>153,000.00</u>                     |
| <b>D. Deferred tax assets</b>  | 147,151.42                   | 135,945.17                   | <b>D. Deferred income</b>   | 1,008,081.55                          | 959,025.05                            |
| <b>Total assets</b>  | <u><u>63,923,531.77</u></u>  | <u><u>71,950,441.98</u></u>  | <b>Total shareholder's equity and liabilities</b>   | <u><u>63,923,531.77</u></u>           | <u><u>71,950,441.98</u></u>           |

# JAGUAR LAND ROVER AUSTRIA GMBH

## SALZBURG

### Income Statement for the financial year 2021/22

|   | 2021/2022<br>EUR     | 2020/2021<br>EUR    |
|---|----------------------|---------------------|
| 1. Net sales  | 179,809,879.97       | 173,246,122.20      |
| 2. Other operating income   |                      |                     |
| a) Income from disposal of fixed assets   | 44,650.00            | 0.00                |
| b) Income from release of provisions  | 362,006.14           | 92,438.47           |
| c) Other  | 123,338.76           | 163,101.92          |
|   | 529,994.90           | 255,540.39          |
| 3. Cost of materials and other purchased services   |                      |                     |
| a) Cost of materials  | 163,474,808.99       | 156,500,216.72      |
| 4. Personnel expenses   |                      |                     |
| a) Salaries   | 4,522,340.71         | 4,874,777.63        |
| b) Short time work allowance  | 0.00                 | -463,748.23         |
| c) Social security costs  | 1,870,052.65         | 2,140,705.78        |
| <i>thereof expenses for pensions</i>  | <i>108,060.18</i>    | <i>112,833.03</i>   |
| aa) thereof expenses for severance payments and contributions to staff provision funds                | 154,828.49           | 269,755.99          |
| bb) thereof expenses for statutory social security, payroll-related taxes and mandatory contributions | 1,195,871.12         | 1,267,709.31        |
|   | 6,392,393.36         | 6,551,735.18        |
| 5. Amortisation and depreciation  |                      |                     |
| a) Of intangible assets and tangible fixed assets   | 74,839.97            | 97,143.72           |
| 6. Other operating expenses   |                      |                     |
| a) Taxes, as far as they are not on income or on revenue  | 821,550.03           | 239,643.44          |
| b) Other  | 7,711,126.94         | 8,323,662.19        |
|   | 8,532,676.97         | 8,563,305.63        |
| 7. <b>Subtotal no. 1 to 6 (Operating result)</b>  | <b>1,865,155.58</b>  | <b>1,789,261.34</b> |
| 8. Other interest and similar income  | 13,783.13            | 15,413.50           |
| <i>thereof from affiliated companies</i>  | <i>13,783.13</i>     | <i>15,343.04</i>    |
| 9. <b>Subtotal no. 8 to 8 (Financial result)</b>  | <b>13,783.13</b>     | <b>15,413.50</b>    |
| 10. <b>Profit before taxes (Total no. 7 and no. 9)</b>  | <b>1,878,938.71</b>  | <b>1,804,674.84</b> |
| 11. Taxes on income   | 524,795.85           | 451,218.40          |
| <i>thereof deferred taxes</i>   | <i>-11,206.25</i>    | <i>3,272.40</i>     |
| 12. <b>Profit after taxes</b>   | <b>1,354,142.86</b>  | <b>1,353,456.44</b> |
| 13. <b>Net income for the year</b>  | <b>1,354,142.86</b>  | <b>1,353,456.44</b> |
| 14. Profit carried forward from the previous year   | 9,678,204.86         | 8,324,748.42        |
| 15. <b>Balance sheet profit</b>   | <b>11,032,347.72</b> | <b>9,678,204.86</b> |

### 1. General principles

The financial statements as of March 31, 2022 have been prepared in accordance with the financial reporting requirements of the Austrian Commercial Code (UGB) as amended.

### 2. Accounting and valuation methods

The financial statements, prepared under Austrian generally accepted accounting principles, present a true and fair view of the assets and liabilities, the financial situation of the company, as well as of the results of its operations for the year then ended.

The principle of completeness was observed in preparing the financial statements. With regard to the valuation, the company's ability to continue as a going concern was assumed.

Accounting and valuation methods are based on generally accepted accounting principles. Section 201 (2) UGB was adhered to, as were the provisions on classification and valuation of balance sheet and income statement items under sections 195 to 211 and 222 to 235 UGB.

Purchased intangible and tangible assets are valued at acquisition or production cost less scheduled straight-line amortization charged according to the estimated useful life ranging from 3 to 15 years of the assets.

Merchandise is measured at acquisition cost taking into account the strict lower-of-cost-or-market principle.

Cars and spare parts are measured using the specific identification method.

Receivables resulting from the sale of cars are settled by two financing institutions one to two days after invoicing.

Provisions are recognized taking into account all identifiable risks and potential losses based on reasonable judgment.

The provisions for severance and anniversary payments were calculated in accordance with UGB on the basis of actuarial principles.

|  | 2021/2022     | 2020/2021     |
|--|---------------|---------------|
| Net discount rate severance payments   | 0.00%         | 1.51%         |
| Net discount rate anniversary payments | 0.00%         | 1.51%         |
| Retirement age for female employees    | 60 - 65 years | 60 - 65 years |
| Retirement age for male employees      | 65 years      | 65 years      |

The selected net method of calculation, taking into account future salary increases and employee structure, adequately provides for the requirement under section 211 par. 1 UGB. This is also valid for the provision for anniversary payments.

Liabilities were stated at the settlement amount.

Receivables and liabilities denominated in foreign currencies were measured at an average cross rate at the date of transaction. Foreign exchange losses were recognized at the end of the year by valuating the respective amounts at the bid or ask rate as of the reporting date.

### 3. Comments on balance sheet items

#### 3.1. Fixed assets

The movements in fixed assets are included in the Appendix I to the notes.

#### 3.2. Current assets

##### 3.2.1. Receivables and other assets

As of the reporting date, all receivables have a maturity of less than one year.

Receivables due from affiliated companies include:

|                         | 2022-03-31           | 2021-03-31           |
|-------------------------|----------------------|----------------------|
|                         | EUR                  | EUR                  |
| 1. Accounts receivables | 1,138,445.08         | 1,203,710.47         |
| 2. Other receivables    | 34,606,302.13        | 42,639,528.65        |
| <b>Total</b>            | <b>35,744,747.21</b> | <b>43,843,239.12</b> |

Other receivables consist of short-term intra group cash pool receivables.

Other receivables and assets amount to EUR 37,144.99 (previous year: EUR 23,393.01). Other receivables don't include any income, for which payment will be received after the reporting date.

The item "other receivables and assets" includes the following:

|                                   | 2022-03-31       | 2021-03-31       |
|-----------------------------------|------------------|------------------|
|                                   | EUR              | EUR              |
| 1. Suppliers with a debit balance | 24,944.99        | 9,193.01         |
| 2. Miscellaneous                  | 12,200.00        | 14,200.00        |
| <b>Total</b>                      | <b>37,144.99</b> | <b>23,393.01</b> |



### 3.3. Prepayments and accrued income

|                           | 2022-03-31        | 2021-03-31        |
|---------------------------|-------------------|-------------------|
|                           | EUR               | EUR               |
| 1. Car insurance premiums | 94,203.99         | 170,000.00        |
| 2. Miscellaneous          | 14,900.00         | 48,980.00         |
| <b>Total</b>              | <b>109,103.99</b> | <b>218,980.00</b> |

### 3.4. Deferred tax assets

|  | 2022-03-31 | 2021-03-31 |
|--|------------|------------|
|  | EUR        | EUR        |
| Deferred tax assets according to section 198 par. 10 UGB | 147,151.42 | 135,945.17 |

### 3.5. Equity

The share capital amounts to EUR 145,000.00 (previous year: EUR 145,000.00) and is fully paid in.

The net profit includes the profit for the year of 1,354,142.86 (previous year: EUR 1,353,456.44).

The company is a large corporation pursuant to section 221 UGB.

### 3.6. Provisions

#### 3.6.1. Other provisions

The item "other provisions" includes the following:

Provisions for:

|                          | 2022-03-31          | 2021-03-31           |
|--------------------------|---------------------|----------------------|
|                          | EUR                 | EUR                  |
| employee benefits        | 1,275,000.00        | 1,821,000.00         |
| spare parts bonification | 1,511,760.00        | 714,842.85           |
| sale promotions          | 2,137,310.00        | 3,432,640.24         |
| dealer bonuses           | 1,633,665.70        | 1,832,824.73         |
| miscellaneous costs      | 1,230,975.00        | 2,331,643.60         |
| <b>Total</b>             | <b>7,788,710.70</b> | <b>10,132,951.42</b> |

The change of the discount rate from 1.51% to 0.00% (net) used in the calculation of the severance payments and from 1.51% to 0.00% (net) for anniversary payments did not have a material effect.

### 3.7. Accounts payable

All liabilities reported in the financial statements, with the exception of other liabilities, have a maturity of less than one year. Other liabilities include security payments of EUR 153,000.00 (previous year: EUR 153,000.00) which have a maturity of more than one year.

Liabilities due to affiliated companies mainly relate to accounts payable.

## 4. Comments on income statement items

The income statement was prepared using the aggregate cost method.

### 4.1. Breakdown of net sales

| by activity  | 2021/2022<br>EUR      | 2020/2021<br>TEUR |                              | 2021/2022<br>EUR     | 2020/2021<br>TEUR |
|--------------|-----------------------|-------------------|------------------------------|----------------------|-------------------|
| car sales    | 149,604,606.58        | 147,938           | thereof in foreign countries | 39,035,905.61        | 28,919            |
| spare parts  | 22,539,542.97         | 19,175            | thereof in foreign countries | 6,812,204.79         | 5,894             |
| after sales  | 3,906,233.45          | 3,408             | thereof in foreign countries | 1,230,733.06         | 1,002             |
| other        | 3,759,496.97          | 2,725             | thereof in foreign countries | 0.00                 | 138               |
| <b>Total</b> | <b>179,809,879.97</b> | <b>173,246</b>    | thereof in foreign countries | <b>47,078,843.46</b> | <b>35,953</b>     |

### 4.2. Personnel expenses

Expenses for severance payment obligations and contributions to severance funds of include:

|  | 2021/2022<br>EUR  | 2020/2021<br>EUR  |
|--|-------------------|-------------------|
| Expenses for severance payment obligations           | 92,213.96         | 24,000.00         |
| Expenses related to contributions to severance funds | 62,614.53         | 65,755.99         |
| Expenses for voluntary severance payment obligation  | 0.00              | 180,000.00        |
| <b>Total</b>   | <b>154,828.49</b> | <b>269,755.99</b> |

Salaries include expenses for anniversary bonuses of EUR 17,000.00 (previous year: EUR 68,000.00).

#### 4.3. Corporate income tax

Corporate income tax expense is calculated based on the tax result and can be splitted as follows:

|                          | 2021/2022                | 2020/2021                |
|--------------------------|--------------------------|--------------------------|
|                          | EUR                      | EUR                      |
| Income tax               | 504,357.51               | 447,946.00               |
| Income tax previous year | 31,644.59                | 0.00                     |
| Defferred tax            | -11,206.25               | 3,272.40                 |
| <b>Total</b>             | <b><u>524,795.85</u></b> | <b><u>451,218.40</u></b> |

#### 4.4. Deferred tax assets

Deferred taxes were recognized in accordance with section 198 par. 9 UGB. The differences between the carrying amounts in the balance sheet and their tax bases are as follows:

|   | Statutory books            | Tax books                | Differences              |
|---|----------------------------|--------------------------|--------------------------|
|   | EUR                        | EUR                      | EUR                      |
| Severance payments                            | 0.00                       | 0.00                     | 0.00                     |
| Provision for severance payment obligations   | 590,000.00                 | 233,190.94               | 356,809.06               |
| Provision for anniversary payment obligations | 489,000.00                 | 206,020.25               | 282,979.75               |
| <b>Total</b>                                  | <b><u>1,079,000.00</u></b> | <b><u>439,211.19</u></b> | <b><u>639,788.81</u></b> |

Deferred taxes were recognized in the amount of EUR 147,151 (previous year: EUR 135,945). Deferred tax liabilities stated at a tax rate of 23 % (prior year: 25 %).

#### 5. Group relations

The company is a 100% owned subsidiary of Jaguar Land Rover Limited, Coventry, Great Britain and thus is related to its shareholders and its affiliated companies as a group company.

Tata Motors Ltd., Mumbai, India, prepares the consolidated financial statements for the largest group of companies. These consolidated financial statements are deposited at the premises of the company.

Jaguar Land Rover Limited, prepares the consolidated financial statements for the smallest group of companies.

Receivables and liabilities to and from these companies, but also due to and from other group entities are presented as receivables to and liabilities from affiliated companies in accordance with section 189a subpar. 8 UGB.

**6. Other disclosures**

**6.1. Contingencies**

As in the previous year, the company did not assume any contingent liabilities for its dealers in fiscal year 2021/22.

**6.2. Expenses for the auditor**

The expenses for the audit in the amount of EUR 55,200.00 (previous year: EUR 60,000.00) are recognized in the provisions in the amount of EUR 35,600.00 (previous year: EUR 40,800.00), EUR 19,600.00 have already been paid as a deposit.

**7. Statutory disclosures on employees**

The average number of employees in the fiscal year was: 65 (previous year: 68).

**8. Other financial obligations**

|                        | following year<br>EUR | previous year<br>EUR | for the next<br>five years<br>EUR | previous year<br>EUR |
|------------------------|-----------------------|----------------------|-----------------------------------|----------------------|
| Continuing obligations | 175,960.60            | 280,936              | 996,787.72                        | 1,051,731            |

**9. Composition of the management board**

Composition of the management board in the fiscal year 2021/2022:

*Dkfm. Felix J. Wannemacher since 21 April 2020*

With regard to the disclosure of remuneration received by the managing director, the protection-of-interest clause pursuant to section 242 (4) UGB was applied.

**10. Proposed appropriation of retained earnings**

The company intends to distribute a dividend in the amount of EUR 0.00 (previous year: EUR 0.00) and carry forward the balance sheet profit of the year 2021/22 amounting to EUR 1,354,142.86.

**11. Amount subject to a dividend distribution restriction**

According to Section 235 UGB, unappropriated retained earnings amounting to EUR 59,587.26 (previous year: EUR 48,381.01) are not available for distribution.

**12. Subsequent events**

No material events occurred after the balance sheet date.

Signed by the management board pursuant to section 194 UGB:

Salzburg, on 18 May 2022



**Jaguar Land Rover Austria GmbH**  
The management

Dkfm. Felix J. Wannemacher

## Schedule of Fixed Assets for the Year 2021/2022

|                       |                                | costs                    |            |            |            | accumulated depreciation and amortization |                      |                            |           |            | carrying amount      |                              |                              |
|-----------------------|--------------------------------|--------------------------|------------|------------|------------|---|----------------------|----------------------------|-----------|------------|----------------------|------------------------------|------------------------------|
|                       |                                | Balance on<br>2021-04-01 | Additions  | Disposals  | Repostings | Balance on<br>2022-03-31                  | Status<br>2021-04-01 | Depreciations<br>2021/2022 | Write-ups | Disposals  | Status<br>2022-03-31 | Carrying value<br>2021-04-01 | Carrying value<br>2022-03-31 |
|                       |                                | EUR                      | EUR        | EUR        | EUR        | EUR                                       | EUR                  | EUR                        | EUR       | EUR        | EUR                  | EUR                          | EUR                          |
| A. Fixed assets       |                                |                          |            |            |            |   |                      |                            |           |            |                      |                              |                              |
| I. Intangible assets  |                                |                          |            |            |            |   |                      |                            |           |            |                      |                              |                              |
| 1.                    | Software                       | 156,376.83               | 0.00       | 12,300.00  | 0.00       | 144,076.83                                | 136,103.27           | 2,216.40                   | 0.00      | 1,230.00   | 137,089.67           | 20,273.56                    | 6,987.16                     |
| II. Tangible assets   |                                |                          |            |            |            |   |                      |                            |           |            |                      |                              |                              |
| 1.                    | Buildings on leasehold land    | 205,986.53               | 245,811.18 | 205,379.53 | 0.00       | 246,418.18                                | 101,400.07           | 16,671.23                  | 0.00      | 114,471.17 | 3,600.13             | 104,586.46                   | 242,818.05                   |
| 2.                    | Technical equipment            | 348,910.91               | 15,615.95  | 10,467.95  | 0.00       | 354,058.91                                | 240,419.54           | 20,056.65                  | 0.00      | 10,467.92  | 250,008.27           | 108,491.37                   | 104,050.64                   |
| 3.                    | Factory and office equipment * | 438,512.37               | 3,657.70   | 140,096.08 | 0.00       | 302,073.99                                | 305,097.92           | 35,895.69                  | 0.00      | 117,534.94 | 223,458.67           | 133,414.45                   | 78,615.32                    |
|                       |                                | 993,409.81               | 265,084.83 | 355,943.56 | 0.00       | 902,551.08                                | 646,917.53           | 72,623.57                  | 0.00      | 242,474.03 | 477,067.07           | 346,492.28                   | 425,484.01                   |
| TOTAL ASSETS ANALYSIS |                                | 1,149,786.64             | 265,084.83 | 368,243.56 | 0.00       | 1,046,627.91                              | 783,020.80           | 74,839.97                  | 0.00      | 243,704.03 | 614,156.74           | 366,765.84                   | 432,471.17                   |

\*) thereof low value items in accordance with  
section 204 par 1a UGB

3,657.70

3,657.70

3,657.70

3,657.70

# ***Management Report***

## ***of Jaguar Land Rover Austria GmbH***

### ***for the Financial Year 2021/22***

#### **Preamble**

Jaguar Land Rover, the largest automobile manufacturer in the UK, brings together two car brands under one roof. Land Rover, the largest manufacturer of premium four-wheel drive vehicles, and Jaguar, a world-leading manufacturer of saloon cars, SUVs and luxury sports cars. Within this company group, Jaguar Land Rover Austria, domiciled in Salzburg, acts as the main importer for Austria and serves both the Austrian and Czech markets, for which it also bears market responsibility.

#### **I. Business development**

Unless stated otherwise, the data on vehicle registrations was taken from the homepages of Statistik Austria (Statistics Austria) (new vehicle registrations) and the Czech car importers association, SDA-CIA, which prepares vehicle registration statistics for the Czech Republic. Despite careful research and the use of reliable sources, no responsibility or liability is accepted for the completeness and accuracy of this information.

In the financial year 2021/22, the automotive industry saw a marked decline due to the COVID-19 pandemic, which led to two so-called 'lockdowns'. In the calendar year 2021, a total of 239,803 vehicles (cars) were registered for the first time (previous year: 248,740/-4%). This is the lowest number since 1987.

The decreases mostly concern petrol and diesel vehicles. Electric and hybrid cars saw growth in the number of new registrations even in the year 2021. The number of new diesel car registrations decreased by 35.9% in comparison with the previous year (proportion: 24.3%/ previous year: 36.5%), while the number of petrol car registrations decreased by 15.1% (proportion: 38.1%/ previous year: 43.3%). By contrast, registrations of hybrid petrol/electric cars rose by 69.6% to 43,051 new registrations, which represents the most important segment in terms of quantity among cars with alternative vehicle technologies, followed by new registrations of pure electric vehicles, which increased by 108.9% and resulted in a total proportion of 13.9% of all new car registrations (previous year: 6.4%). In third place are hybrid diesel/electric vehicles (proportion: 5.6% and an increase of 63.4% in comparison with the previous year). As in the previous year, the registration data for Austria shows a significant increase in demand for electrified vehicles.

In the Czech Republic, the proportion of new registrations for petrol vehicles was 68.06%, followed by diesel vehicles with 24.7%. The proportion of hybrid petrol/electric vehicles was 1.62% and lies in third place. Pure electric vehicles and hybrid diesel/electric vehicles made up 1.28% and 0.19% respectively.

**The Czech market was also affected the COVID-19 pandemic and has seen a decrease in new vehicle registrations.**

With a clear e-mobility strategy in Austria comprising both passive incentives (tax relief) and active incentives (purchase subsidies), the proportion of electric vehicles and hybrids/plug-in hybrids among new vehicle purchases as well as sales of existing stock will continue to rise. With its I-PACE, Jaguar is one of the first premium manufacturers to have brought a long-range electric car to the market, at a more attractive price than the main current competitors, and due to the subsidies continues to expect sustained demand. With new plug-in hybrid versions of its two SUVs, E-PACE and F-PACE, Jaguar is well-placed for the trend towards electric vehicles. With new plug-in hybrid versions of its two best-selling models, Range Rover Evoque und Land Rover Discovery Sport, Land Rover likewise offers attractive technology specially designed for urban spaces, and expects a significant proportion of these variants in the model mix.

In the calendar year 2021, 1,460 new Land Rover vehicles (previous year: 1,621) and 754 new Jaguar vehicles (previous year: 554) were registered in Austria. This corresponds to a market share of 0.90% (previous year: 0.87%) and thus an improvement in comparison with the previous year. In the Czech Republic, Jaguar Land Rover experienced an increase in its market share from 0.32% (2020: 650 units) to 0.37% (2021: 766 units).

In the financial year 2021/22, Jaguar offered a broad portfolio of vehicle models with two SUVs and an electric vehicle in the high-price premium segment. Nevertheless, it was not possible to compensate for the decline due to the COVID-19 pandemic and for the continued decline in the saloon car segment, in which Jaguar offered three models. In 2022/23, we expect this slight decrease to be reversed, at least in terms of market share, due to the new, tax-efficient vehicles in the SUV segment mentioned above.

In 2021/22, the Jaguar Land Rover dealers in both Austria and the Czech Republic completed their investments in their sales locations with the new corporate identity and thus enhanced the public visibility of Jaguar Land Rover.

The revenue of the company in the financial year 2021/22 was € 179.8m (previous year: € 173.2m). Other business revenue in the financial year 2021/22 amounted to € 0.530m (previous year: € 0.256m), such that total operating revenue for the financial year 2021/22 amounted to € 180.3m (previous year: € 173.5m). Taking into account material costs of € 163.5m (previous year: € 156.5m), a gross profit of € 16.8m (previous year: € 17.0m) results for the financial year 2021/22. Taking into account personnel costs, amortisations and other business expenses, the operating result amounts to € 1.9m (previous year € 1.8m).

The annual net profit amounts to c. € 1.4m (previous year: c. € 1.4m). The company invested c. € 265,084 (previous year: € 13,181) in the financial year 2021/22.

In the financial year 2021/22, the company had on average 65 employees (FTE) (previous year: 68 employees). Training and development is carried out within the company to the extent required. The necessary measures for employee retention within the company are being implemented.



## **II. Position of the company**

With the sales figures for Jaguar and Land Rover in Austria and the Czech Republic, Jaguar Land Rover Austria GmbH was able to make a positive contribution to the global sales success of Jaguar Land Rover in 2021/22, despite slight declines. As in the previous financial year, Jaguar was able to make a greater contribution to the overall result than was the case in preceding years due to increased sales of the pure electric I-PACE.

The company has equity amounting to c. € 11.3m (previous year: c. € 9.9m), with a balance sheet total of c. € 63.9m (previous year: € 72m). This results in an equity ratio of 17.7% (previous year: 13.8%).

With an annual net profit of c. € 1.4m (previous year € 1.4m), using the 'practitioner method' (mean value method), a cash flow results amounting to c. € 1.4m (previous year c. € 1.4m).

## **III. Events of special significance after financial year end**

After the financial year ended on 31 March 2022, there were no events of special significance either in Austria or in the Czech Republic.

## **IV. Expected development of the company**

Due to the recent range of models and the expanded range of alternative drive technologies (especially plug-in hybrids), the long-term prospects for eight of the twelve models can generally be deemed positive. The effects of the economic and tax environment on the entire industry, in particular the impact of the ongoing measures likely required to combat COVID-19 and the ongoing supply chain limitations, are difficult to estimate. It is possible that the slight increase in sales figures anticipated in planning for the next financial year will not be able to be realized. Nevertheless, we expect that the market share in the premium segment will be maintained with new products such as Range Rover and Range Rover Sport. The Ukraine conflict has only limited indirect impact on our supply chains as well as distribution channels

## **V. Research and development**

The company is a trading company. Research and development activities are not carried out by definition – research and development is carried out centrally within the Group.

## **VI. Existing branch offices**

The company does not have any branch offices.

## **VII. Risk report**

The company is exposed to a variety of risks in the context of its business activities, which are inextricably linked with those activities. Our risk policy aims to make optimal use of the opportunities available and only to take on risks if there is a chance the company will benefit from corresponding added value.

There is virtually no default risk from customer receivables, as Jaguar Land Rover Austria GmbH has concluded corresponding financing agreements with FCA Bank GmbH for Austria and with UniCredit Leasing CZ, a.s. for the Czech Republic, and with the dealerships in Austria as well as the Czech Republic. All dealerships are covered by these contracts. Under the agreements, customer receivables from vehicle sales can be redeemed one to two days after invoicing.

Short-term price alteration risks in connection with supplies of goods are restricted using supply agreements. The risk of a change in interest rates exists exclusively in respect of short-term deposits with banks and internal group financing agreements and we estimate these to be non-material. There were no financial liabilities as at balance sheet date.

Any financing agreements required are concluded within the company group and are linked to short- and medium-term liquidity requirements. There is therefore no need to conclude independent framework agreements for financing.

No foreign exchange risk exists for the Czech Republic. All goods and services are invoiced exclusively in Euros and also paid for in Euros by the invoice recipient.

## **VIII. Financial instruments**

The company does not use financial instruments as defined in Section 243 para 3 subpara 5 Austrian Business Code (UGB).

Salzburg, on 18 May 2022



**Jaguar Land Rover Austria GmbH**

Represented by the managing director

**Dkfm. Felix J. Wannemacher**

**JAGUAR LAND ROVER AUSTRIA GMBH**  
**SALZBURG**  
**BILANZ ZUM MARCH 31, 2022**

**ASSETS**

2022-03-31  
EUR

2021-03-31  
EUR

**A. Fixed assets**

I. Intangible assets

1. Software

|                         |                 |                  |
|-------------------------|-----------------|------------------|
| 12000 Software          | 63,380.42       | 63,380.42        |
| 12001 Software          | 80,696.41       | 92,996.41        |
| 12100 kum. AfA Software | -63,380.33      | -63,380.33       |
| 12101 kum. AfA Software | -73,709.34      | -72,722.94       |
|                         | <u>6,987.16</u> | <u>20,273.56</u> |

II. Tangible assets

1. Buildings on leasehold land

|  |                   |                   |
|--|-------------------|-------------------|
| 25001 Investitionen in fremde Betr./Gesch.geb. | 246,418.18        | 184,657.53        |
| 25101 kum. AfA Inv. fremde Betr./Gesch.geb.    | -3,600.13         | -80,071.10        |
| 26501 Corporate Id. Anlagen Headquarter        | 0.00              | 21,329.00         |
| 26601 kum. AfA Corp. Identity Anl. Headquarter | 0.00              | -21,328.97        |
|  | <u>242,818.05</u> | <u>104,586.46</u> |

2. Technical equipment

|  |                   |                   |
|--|-------------------|-------------------|
| 44001 Maschinen sonstige & maschinelle Anlagen | 94,115.03         | 94,115.03         |
| 44101 kum. AfA Maschinen sonst.&masch. Anlagen | -94,114.92        | -94,114.92        |
| 55000 Werkzeuge und Montageanlagen             | 33,890.86         | 33,890.86         |
| 55100 kum. AfA Werkzeuge u. Montageanlagen     | -33,890.84        | -33,890.84        |
| 58000 Betriebsausstattung sonstige             | 6,849.93          | 6,849.93          |
| 58100 kum. AfA Betriebsausstattung sonstige    | -6,849.90         | -6,849.90         |
| 58501 Betriebsausstattung KD-Schule            | 219,203.09        | 214,055.09        |
| 58601 kum. AfA Betriebsausst. KD-Schule        | -115,152.61       | -105,563.88       |
|  | <u>104,050.64</u> | <u>108,491.37</u> |

3. Factory and office equipment

|  |             |             |
|--|-------------|-------------|
| 60001 Büroeinrichtung                      | 175,798.37  | 220,609.03  |
| 60101 kum. AfA Büroeinrichtung             | -108,715.60 | -115,008.86 |
| 62000 EDV-Anlagen                          | 5,504.67    | 5,504.67    |
| 62001 EDV-Anlagen                          | 85,663.56   | 153,950.48  |
| 62100 kum. AfA EDV-Anlagen                 | -5,504.65   | -5,504.65   |
| 62101 kum. AfA EDV-Anlagen                 | -80,696.76  | -138,751.67 |
| 62501 IT Infrastruktur Neu Anlagen         | 2,508.39    | 2,508.39    |
| 62601 planm. AfA IT Infrastruktur Neu Anl. | -2,039.60   | -1,203.47   |
| 65001 Fahrzeuge in AVZ                     | 32,599.00   | 32,599.00   |
| 65101 kum. AfA Fahrzeuge                   | -26,502.06  | -21,288.54  |

**JAGUAR LAND ROVER AUSTRIA GMBH**  
**SALZBURG**  
**BILANZ ZUM MARCH 31, 2022**

**ASSETS**

|                             | 2022-03-31<br>EUR | 2021-03-31<br>EUR |
|-----------------------------|-------------------|-------------------|
| 65501 Werbeanlagen          | 0.00              | 23,340.80         |
| 65601 kum. AfA Werbeanlagen | 0.00              | -23,340.73        |
|                             | <u>78,615.32</u>  | <u>133,414.45</u> |
|                             | <u>425,484.01</u> | <u>346,492.28</u> |
|                             | 432,471.17        | 366,765.84        |

**B. Current assets**

I. Inventories

1. Merchandise

|   |                    |                    |
|---|--------------------|--------------------|
| 110050 Vorräte NW X152 F-Type                 | 0.00               | 138,297.48         |
| 110351 Vorräte NW L494 RRS                    | 131,013.42         | 1,365,191.92       |
| 110430 Vorräte Buy Back - Repurchased         | 0.00               | 262,226.80         |
| 110431 Vorräte Buy Back - Repurchased         | 350,753.08         | 168,495.86         |
| 110440 Vorräte Buy Back-in action             | 143,929.47         | 2,249,376.18       |
| 110441 Vorräte Buy Back in action             | 953,655.70         | 2,166,630.30       |
| 110451 Vorräte NW L405                        | 0.00               | 1,356,795.34       |
| 110501 Vorräte NW L550                        | 60,002.54          | 360,071.01         |
| 110550 Vorräte NW X260                        | 0.00               | 73,527.80          |
| 110551 Vorräte NW L462                        | 135,694.20         | 279,099.79         |
| 110600 Vorräte NW X761 F-Pace                 | 1,027,894.76       | 355,863.97         |
| 110601 Vorräte Velar L560                     | 191,455.78         | 599,790.45         |
| 110650 Vorräte NW X540 E-Pace                 | 0.00               | 612,122.27         |
| 110651 Vorräte Evoque L551                    | 429,446.60         | 816,110.84         |
| 110700 Vorräte NW X590 I-Pace                 | 100,258.55         | 343,271.93         |
| 110701 Vorräte Defender L663                  | 310,293.73         | 1,609,805.65       |
| 110711 Vorräte NW L460 New RR                 | 438,639.97         | 0.00               |
| 125000 Vorräte Company Cars                   | 1,849,246.03       | 1,769,473.58       |
| 125001 Vorräte Company Cars                   | 3,708,914.98       | 4,248,230.18       |
| 126000 Vorräte Transitfahrzeuge               | 1,922,479.43       | 734,591.19         |
| 126001 Transitfahrzeuge                       | 4,392,240.00       | 3,309,812.75       |
| 140000 Vorräte Marketing & PR (Werbematerial) | 10,000.00          | 20,000.00          |
| 140001 Vorräte Marketing & PR (Werb.mat.)     | 11,000.00          | 40,000.00          |
| 160000 Vorräte Ersatzteile (ET)               | 0.00               | 10,508.79          |
| 160001 Vorräte Ersatzteile (ET) und Zubehör   | 0.00               | 68,742.08          |
| 190000 Wertberichtigung Neufahrzeuge          | -30,683.00         | 0.00               |
| 190001 Wertberichtigung Neufahrzeuge          | -14,407.00         | 0.00               |
| 193000 Wertberichtigung Company Cars          | -112,070.00        | -599,845.00        |
| 193001 Wertberichtigung Company Cars          | <u>-372,212.00</u> | <u>-610,944.00</u> |
|   | 15,637,546.24      | 21,747,247.16      |

**JAGUAR LAND ROVER AUSTRIA GMBH**  
**SALZBURG**  
**BILANZ ZUM MARCH 31, 2022**

**ASSETS**

|  | 2022-03-31<br>EUR    | 2021-03-31<br>EUR    |
|--|----------------------|----------------------|
| <b>II. Receivables and other assets</b>                        |                      |                      |
| 1. Trade receivables   |                      |                      |
| 200000 Lieferforderungen Inland                                | -124,739.63          | 91,572.05            |
| 200001 Lieferforderungen Inland                                | -444,939.16          | -669,542.12          |
| 200500 Lieferforderungen EU                                    | 10,508.79            | 114,200.77           |
| 200501 Lieferforderungen EU                                    | 82,576.66            | 261,368.05           |
| 200600 Lieferforderungen Tschechien                            | -93,943.00           | -190,572.04          |
| 200601 Lieferforderungen Tschechien                            | -380,352.69          | -489,938.73          |
| 201000 Kundenforderungen Bilanz                                | 384,304.67           | 2,833,443.91         |
| 201001 Kundenforderungen Bilanzausweis                         | 1,023,692.93         | 0.00                 |
| 231000 Forderungen Parts kumuliert                             | 528,692.54           | 683,816.89           |
| 231001 Forderungen Parts kumuliert                             | 1,856,935.93         | 1,923,830.10         |
| 290011 Sonstige Forderungen                                    | 0.00                 | 25,000.00            |
|  | <u>2,842,737.04</u>  | <u>4,583,178.88</u>  |
| <i>thereof with a remaining maturity of more than one year</i> | <i>0.00</i>          | <i>0.00</i>          |
| 2. Receivables from affiliated companies                       |                      |                      |
| 210100 Lieferforderungen IC GB03                               | 601,162.81           | 574,087.33           |
| 220000 Forderungen gegen verbundene Untern.                    | 195,514.28           | 217,106.93           |
| 220001 Forderungen gegenüber verbundene Untern.                | 341,767.99           | 412,516.21           |
| 270001 Forderungen Zinsen LR 2159                              | 1,031.73             | 1,820.99             |
| 277001 Verrechnungskonto LR UK 2159                            | 34,605,270.40        | 42,637,707.66        |
| 277200 Verrechnungskto Pooling LR                              | 11,163,903.27        | 17,437,806.98        |
| 277201 Verrechnungskonto Pooling Jaguar                        | -11,163,903.27       | -17,437,806.98       |
|  | <u>35,744,747.21</u> | <u>43,843,239.12</u> |
| <i>thereof with a remaining maturity of more than one year</i> | <i>0.00</i>          | <i>0.00</i>          |
| 3. Other receivables and assets                                |                      |                      |
| 200010 Debitorische Kreditoren                                 | 9,400.42             | 0.00                 |
| 200011 Debitorische Kreditoren                                 | 15,544.57            | 9,193.01             |
| 233000 Forderungen RK Vorschuß                                 | 9,000.00             | 9,000.00             |
| 233001 Forderungen RK Vorschuß                                 | 3,000.00             | 5,000.00             |
| 236001 Kautionen   | 200.00               | 200.00               |
|  | <u>37,144.99</u>     | <u>23,393.01</u>     |
| <i>thereof with a remaining maturity of more than one year</i> | <i>0.00</i>          | <i>0.00</i>          |
|  | <u>38,624,629.24</u> | <u>48,449,811.01</u> |
| <b>III. Cash at Banks</b>                                      |                      |                      |
| 280000 BA-CA 0996-61803/00                                     | 5,000.00             | 5,000.00             |
| 280001 BA-CA 0996-67636/00                                     | 15,000.00            | 15,000.00            |
| 280500 Citi Bank 2480018                                       | 50,000.00            | 50,000.00            |

**JAGUAR LAND ROVER AUSTRIA GMBH**  
**SALZBURG**  
**BILANZ ZUM MARCH 31, 2022**

**ASSETS**

|   | 2022-03-31<br>EUR           | 2021-03-31<br>EUR           |
|---|-----------------------------|-----------------------------|
| 281001 BA-CA 0996-67636/01 Dispokonto           | 8,902,629.71                | 961,692.80                  |
|   | <u>8,972,629.71</u>         | <u>1,031,692.80</u>         |
|   | 63,234,805.19               | 71,228,750.97               |
| <b>C. Prepaid expenses and deferred charges</b> |                             |                             |
| 290000 Aktive Rechnungsabgrenzung               | 15,727.16                   | 40,000.00                   |
| 290001 Aktive Rechnungsabgrenzung               | 93,376.83                   | 178,980.00                  |
|   | <u>109,103.99</u>           | <u>218,980.00</u>           |
| <b>D. Deferred tax assets</b>                   |                             |                             |
| 259500 Aktivierte Körperschaftsteuer            | 147,151.42                  | 135,945.17                  |
| <b>Total assets</b>                             | <u><u>63,923,531.77</u></u> | <u><u>71,950,441.98</u></u> |

**JAGUAR LAND ROVER AUSTRIA GMBH**  
**SALZBURG**  
**BILANZ ZUM MARCH 31, 2022**

| <b>SHAREHOLDER'S EQUITY AND<br/>LIABILITIES</b> | 2022-03-31<br>EUR | 2021-03-31<br>EUR |
|---|-------------------|-------------------|
| <b>A. Shareholder's equity</b>                  |                   |                   |
| I. Stated Capital called                        |                   |                   |
| 900000 Stammkapital                             | 145,000.00        | 145,000.00        |
| Capital paid in                                 | 145,000.00        | 145,000.00        |
| II. Capital reserves                            |                   |                   |
| 1. not appropriated                             |                   |                   |
| 921000 Kapitalrücklage                          | 87,564.16         | 87,564.16         |
| III. Earnings reserves                          |                   |                   |
| 1. Statutory reserves                           |                   |                   |
| 930000 Gesetzliche Gewinnrücklage               | 14,500.00         | 14,500.00         |
| IV. Unappropriated retained earnings            |                   |                   |
| 939000 Bilanzgewinn / Bilanzverlust             | 1,354,142.86      | 1,353,456.44      |
| 939200 Gewinnvortrag                            | 9,678,204.86      | 8,324,748.42      |
|   | 11,032,347.72     | 9,678,204.86      |
|   | 11,279,411.88     | 9,925,269.02      |
| <b>B. Accruals and provisions</b>               |                   |                   |
| 1. Accruals for severance payments              |                   |                   |
| 300000 RST für Abfertigungen FIX                | 195,000.00        | 150,000.00        |
| 300001 Rückstellungen für Abfert. FIX           | 395,000.00        | 394,000.00        |
|   | 590,000.00        | 544,000.00        |
| 2. Tax accruals                                 |                   |                   |
| 304000 Rückstellung für Körperschaftsteuer FIX  | 931,046.99        | 635,044.89        |
| 3. Other accruals and provisions                |                   |                   |
| 301500 RST Managementbonus und Sonderz. FIX     | 121,000.00        | 160,000.00        |
| 301501 RST Managementboni und Sonderz. FIX      | 245,000.00        | 321,000.00        |
| 302000 RST VME Parts (Ersatzteilbonus)          | 450,810.00        | 190,796.39        |
| 302001 RST VME Parts (Ersatzteilbonus)          | 1,060,950.00      | 524,046.46        |
| 302900 RST VME Stock                            | 578,423.00        | 1,202,544.00      |
| 302901 RST VME Stock                            | 1,279,310.00      | 1,684,346.00      |
| 302910 RST VME Retail                           | 53,325.00         | 179,037.05        |
| 302911 RST VME Retail                           | 226,252.00        | 354,713.19        |
| 302920 RST VME Retail VJ                        | 0.00              | 12,000.00         |

**JAGUAR LAND ROVER AUSTRIA GMBH**  
**SALZBURG**  
**BILANZ ZUM MARCH 31, 2022**

**SHAREHOLDER'S EQUITY AND  
LIABILITIES**

|   | 2022-03-31<br>EUR   | 2021-03-31<br>EUR    |
|---|---------------------|----------------------|
| 303000 RST Händlerboni FIX                  | 180,545.81          | 186,859.14           |
| 303001 RST Händlerboni FIX                  | 1,243,469.99        | 961,101.35           |
| 303100 RST Händlerboni VJ FIX               | 17,269.09           | 46,869.00            |
| 303101 RST Händlerboni VJ FIX               | 192,380.81          | 637,995.24           |
| 303200 RST Fixed Marketing                  | 77,030.00           | 686,661.37           |
| 303201 RST Fixed Marketing                  | 730,955.00          | 956,242.25           |
| 304900 Rückstellungen Sonstige              | 52,300.00           | 107,000.00           |
| 304901 Rückstellungen Sonstige              | 270,490.00          | 463,930.98           |
| 307000 RST nicht konsum. Urlaube FIX        | 139,000.00          | 157,000.00           |
| 307001 RST nicht konsum. Urlaube FIX        | 281,000.00          | 315,000.00           |
| 307201 RST Reorga Kosten                    | 0.00                | 396,000.00           |
| 307500 RST für Jubiläumsgelder FIX          | 161,000.00          | 157,000.00           |
| 307501 Rückstellung für Jubiläumsgelder FIX | 328,000.00          | 315,000.00           |
| 308001 RST für Rechts- & Beratungsk.        | 58,200.00           | 60,800.00            |
| 309001 RST für Prozesskosten                | 42,000.00           | 57,000.00            |
|   | <u>7,788,710.70</u> | <u>10,132,942.42</u> |
|   | 9,309,757.69        | 11,311,987.31        |

**C. Accounts payable**

**1. Trade payables**

|  |                     |                     |
|--|---------------------|---------------------|
| 304950 Verbindlichkeit Worn Core Surcharge                 | 28,870.15           | 25,655.26           |
| 304951 Verbindlichkeiten Worn Core Surcharge               | 275,449.70          | 197,510.14          |
| 322020 Verbindlichkeiten L&L Bilanz                        | 9,400.42            | 0.00                |
| 322021 Verbindlichkeiten L+L Bilanz                        | 15,544.57           | 9,193.01            |
| 330000 Lieferverbindlichkeiten Inland                      | 153,423.88          | 264,136.30          |
| 330001 Lieferverbindlichkeiten Inland                      | 965,006.79          | 1,021,383.84        |
| 330100 Lieferverbindlichkeiten EU                          | 12,969.84           | 34,956.49           |
| 330101 Lieferverbindlichkeiten EU                          | 254,142.58          | 128,229.14          |
| 330200 Lieferverbindlichkeiten Tschechien                  | 9,653.32            | 35,179.12           |
| 330201 Lieferverbindlichkeiten Tschechien                  | 110,550.71          | 200,407.23          |
| 331001 Lieferverbindlichkeiten in Fremdwährung             | 2,500.00            | 0.00                |
| 365500 Verb. Marketing Coop Fund - NSC                     | 21,546.20           | 855.14              |
| 365501 Verb. Marketing Coop Fund - NSC                     | 1,157,320.63        | 27,285.88           |
| 365600 Verb. Marketing Coop Fund - Händler                 | 63,914.18           | 0.00                |
| 365601 Verb. Marketing Coop Fund - Händler                 | 546,864.55          | 502,978.52          |
|  | <u>3,627,157.52</u> | <u>2,447,770.07</u> |
| <i>thereof with a remaining maturity of up to one year</i> |                     |                     |
| 304950 Verbindlichkeit Worn Core Surcharge                 | 28,870.15           | 25,655.26           |
| 304951 Verbindlichkeiten Worn Core Surcharge               | 275,449.70          | 197,510.14          |
| 322020 Verbindlichkeiten L&L Bilanz                        | 9,400.42            | 0.00                |
| 322021 Verbindlichkeiten L+L Bilanz                        | 15,544.57           | 9,193.01            |
| 330000 Lieferverbindlichkeiten Inland                      | 153,423.88          | 264,136.30          |



**JAGUAR LAND ROVER AUSTRIA GMBH**  
**SALZBURG**  
**BILANZ ZUM MARCH 31, 2022**

**SHAREHOLDER'S EQUITY AND  
LIABILITIES**

|   | 2022-03-31<br>EUR   | 2021-03-31<br>EUR   |
|---|---------------------|---------------------|
| <i>330001 Lieferverbindlichkeiten Inland</i>          | 965,006.79          | 1,021,383.84        |
| <i>330100 Lieferverbindlichkeiten EU</i>              | 12,969.84           | 34,956.49           |
| <i>330101 Lieferverbindlichkeiten EU</i>              | 254,142.58          | 128,229.14          |
| <i>330200 Lieferverbindlichkeiten Tschechien</i>      | 9,653.32            | 35,179.12           |
| <i>330201 Lieferverbindlichkeiten Tschechien</i>      | 110,550.71          | 200,407.23          |
| <i>331001 Lieferverbindlichkeiten in Fremdwährung</i> | 2,500.00            | 0.00                |
| <i>365500 Verb. Marketing Coop Fund - NSC</i>         | 21,546.20           | 855.14              |
| <i>365501 Verb. Marketing Coop Fund - NSC</i>         | 1,157,320.63        | 27,285.88           |
| <i>365600 Verb. Marketing Coop Fund - Händler</i>     | 63,914.18           | 0.00                |
| <i>365601 Verb. Marketing Coop Fund - Händler</i>     | 546,864.55          | 502,978.52          |
|   | <u>3,627,157.52</u> | <u>2,447,770.07</u> |

**2. Payables to affiliated companies**

|   |                      |                      |
|---|----------------------|----------------------|
| <i>330300 IC, JLR Italia IT02</i>                   | 470,194.54           | 446,327.22           |
| <i>330301 IC, JLR Italia IT02</i>                   | 1,448,123.18         | 1,204,429.36         |
| <i>330310 IC, SPARK44 Germany GB18</i>              | 0.00                 | 39,612.52            |
| <i>330311 IC Spark44 GB18</i>                       | 0.00                 | 29,956.50            |
| <i>330320 IC Jaguar Cars Exports, 0517 - GB03</i>   | 8,570,451.15         | 11,933,240.75        |
| <i>330321 IC, Land Rover France (Metz) FR02</i>     | 24,298.31            | 17,784.84            |
| <i>330341 IC, Land Rover 2159 - GB03</i>            | 13,449,376.30        | 12,414,683.12        |
| <i>330351 IC, JLR Slovakia GB29</i>                 | 7,031,751.71         | 6,872,004.11         |
| <i>330361 IC, Jaguar BRD 0527 - DE02</i>            | 39,168.64            | 127,157.14           |
| <i>340000 Verbindlichkeiten gegen verb. Untern.</i> | 195,514.28           | 217,106.93           |
| <i>340001 Verbindlichkeiten gegen verb. Untern.</i> | 341,767.99           | 412,516.21           |
|   | <u>31,570,646.10</u> | <u>33,714,818.70</u> |

*thereof with a remaining maturity of up to one year*

|   |                      |                      |
|---|----------------------|----------------------|
| <i>330300 IC, JLR Italia IT02</i>                   | 470,194.54           | 446,327.22           |
| <i>330301 IC, JLR Italia IT02</i>                   | 1,448,123.18         | 1,204,429.36         |
| <i>330310 IC, SPARK44 Germany GB18</i>              | 0.00                 | 39,612.52            |
| <i>330311 IC Spark44 GB18</i>                       | 0.00                 | 29,956.50            |
| <i>330320 IC Jaguar Cars Exports, 0517 - GB03</i>   | 8,570,451.15         | 11,933,240.75        |
| <i>330321 IC, Land Rover France (Metz) FR02</i>     | 24,298.31            | 17,784.84            |
| <i>330341 IC, Land Rover 2159 - GB03</i>            | 13,449,376.30        | 12,414,683.12        |
| <i>330351 IC, JLR Slovakia GB29</i>                 | 7,031,751.71         | 6,872,004.11         |
| <i>330361 IC, Jaguar BRD 0527 - DE02</i>            | 39,168.64            | 127,157.14           |
| <i>340000 Verbindlichkeiten gegen verb. Untern.</i> | 195,514.28           | 217,106.93           |
| <i>340001 Verbindlichkeiten gegen verb. Untern.</i> | 341,767.99           | 412,516.21           |
|   | <u>31,570,646.10</u> | <u>33,714,818.70</u> |

**3. Other liabilities**

|  |              |              |
|--|--------------|--------------|
| <i>331900 Kreditorische Debitoren</i>    | 384,304.67   | 2,833,443.91 |
| <i>331901 Kreditorische Debitoren</i>    | 1,023,692.93 | 0.00         |
| <i>351000 FA Verrechnungskonto</i>       | 4,107,975.86 | 5,039,513.05 |
| <i>360001 Salzb. GKK und Stmk GKK</i>    | 112,360.94   | 120,734.25   |
| <i>364001 Gemeinde Verbindlichkeiten</i> | 9,256.81     | 9,688.28     |
| <i>365000 Verbindlichkeiten sonstige</i> | 168,658.70   | 162,175.18   |

**JAGUAR LAND ROVER AUSTRIA GMBH**  
**SALZBURG**  
**BILANZ ZUM MARCH 31, 2022**

**SHAREHOLDER'S EQUITY AND  
LIABILITIES**

|  | 2022-03-31<br>EUR   | 2021-03-31<br>EUR   |
|--|---------------------|---------------------|
| 365001 Verbindlichkeiten sonstige                              | 379,070.24          | 403,838.53          |
| 365100 Sonst. Vbdlkeiten Rückkaufverpfl.Sixt                   | 128,292.30          | 2,588,682.17        |
| 365101 Sonst. Vbdlkeiten Rückkaufverpfl. Sixt                  | 809,582.84          | 2,419,716.34        |
| 366000 Verbindlichkeiten Mitarbeiter                           | 75.77               | 0.00                |
| 366001 Verbindlichkeiten Mitarbeiter                           | 584.48              | 4,962.84            |
| 367001 Lohn- und Gehaltsverrechnung                            | 4,621.49            | 8,817.28            |
|  | <hr/> 7,128,477.03  | <hr/> 13,591,571.83 |
| <i>thereof taxes</i>   |                     |                     |
| 351000 FA Verrechnungskonto                                    | 4,107,975.86        | 5,039,513.05        |
| 364001 Gemeinde Verbindlichkeiten                              | 9,256.81            | 9,688.28            |
|  | <hr/> 4,117,232.67  | <hr/> 5,049,201.33  |
| <i>thereof social security</i>                                 |                     |                     |
| 360001 Salzbg. GKK und Stmk GKK                                | 112,360.94          | 120,734.25          |
| <i>thereof with a remaining maturity of up to one year</i>     |                     |                     |
| 331900 Kreditorische Debitoren                                 | 384,304.67          | 2,833,443.91        |
| 331901 Kreditorische Debitoren                                 | 1,023,692.93        | 0.00                |
| 351000 FA Verrechnungskonto                                    | 4,107,975.86        | 5,039,513.05        |
| 360001 Salzbg. GKK und Stmk GKK                                | 112,360.94          | 120,734.25          |
| 364001 Gemeinde Verbindlichkeiten                              | 9,256.81            | 9,688.28            |
| 365000 Verbindlichkeiten sonstige                              | 133,658.70          | 127,175.18          |
| 365001 Verbindlichkeiten sonstige                              | 261,070.24          | 285,838.53          |
| 365100 Sonst. Vbdlkeiten Rückkaufverpfl.Sixt                   | 128,292.30          | 2,588,682.17        |
| 365101 Sonst. Vbdlkeiten Rückkaufverpfl. Sixt                  | 809,582.84          | 2,419,716.34        |
| 366000 Verbindlichkeiten Mitarbeiter                           | 75.77               | 0.00                |
| 366001 Verbindlichkeiten Mitarbeiter                           | 584.48              | 4,962.84            |
| 367001 Lohn- und Gehaltsverrechnung                            | 4,621.49            | 8,817.28            |
|  | <hr/> 6,975,477.03  | <hr/> 13,438,571.83 |
| <i>thereof with a remaining maturity of more than one year</i> |                     |                     |
| 365000 Verbindlichkeiten sonstige                              | 35,000.00           | 35,000.00           |
| 365001 Verbindlichkeiten sonstige                              | 118,000.00          | 118,000.00          |
|  | <hr/> 153,000.00    | <hr/> 153,000.00    |
|  | <hr/> 42,326,280.65 | <hr/> 49,754,160.60 |
| <i>thereof with a remaining maturity of up to one year</i>     |                     |                     |
| 304950 Verbindlichkeit Worn Core Surcharge                     | 28,870.15           | 25,655.26           |
| 304951 Verbindlichkeiten Worn Core Surcharge                   | 275,449.70          | 197,510.14          |
| 322020 Verbindlichkeiten L&L Bilanz                            | 9,400.42            | 0.00                |
| 322021 Verbindlichkeiten L+L Bilanz                            | 15,544.57           | 9,193.01            |
| 330000 Lieferverbindlichkeiten Inland                          | 153,423.88          | 264,136.30          |
| 330001 Lieferverbindlichkeiten Inland                          | 965,006.79          | 1,021,383.84        |
| 330100 Lieferverbindlichkeiten EU                              | 12,969.84           | 34,956.49           |
| 330101 Lieferverbindlichkeiten EU                              | 254,142.58          | 128,229.14          |
| 330200 Lieferverbindlichkeiten Tschechien                      | 9,653.32            | 35,179.12           |
| 330201 Lieferverbindlichkeiten Tschechien                      | 110,550.71          | 200,407.23          |
| 330300 IC, JLR Italia IT02                                     | 470,194.54          | 446,327.22          |
| 330301 IC, JLR Italia IT02                                     | 1,448,123.18        | 1,204,429.36        |
| 330310 IC, SPARK44 Germany GB18                                | 0.00                | 39,612.52           |
| 330311 IC Spark44 GB18   | 0.00                | 29,956.50           |
| 330320 IC Jaguar Cars Exports, 0517 - GB03                     | 8,570,451.15        | 11,933,240.75       |

# JAGUAR LAND ROVER AUSTRIA GMBH

## SALZBURG

BILANZ ZUM MARCH 31, 2022

### SHAREHOLDER'S EQUITY AND LIABILITIES

|   | 2022-03-31<br>EUR | 2021-03-31<br>EUR |
|---|-------------------|-------------------|
| 330321 IC, Land Rover France (Metz) FR02                | 24,298.31         | 17,784.84         |
| 330341 IC, Land Rover 2159 - GB03                       | 13,449,376.30     | 12,414,683.12     |
| 330351 IC, JLR Slovakia GB29                            | 7,031,751.71      | 6,872,004.11      |
| 330361 IC, Jaguar BRD 0527 - DE02                       | 39,168.64         | 127,157.14        |
| 331001 Lieferverbindlichkeiten in Fremdwährung          | 2,500.00          | 0.00              |
| 331900 Kreditorische Debitoren                          | 384,304.67        | 2,833,443.91      |
| 331901 Kreditorische Debitoren                          | 1,023,692.93      | 0.00              |
| 340000 Verbindlichkeiten gegen verb. Untern.            | 195,514.28        | 217,106.93        |
| 340001 Verbindlichkeiten gegen verb. Untern.            | 341,767.99        | 412,516.21        |
| 351000 FA Verrechnungskonto                             | 4,107,975.86      | 5,039,513.05      |
| 360001 Salzb. GKK und Stmk GKK                          | 112,360.94        | 120,734.25        |
| 364001 Gemeinde Verbindlichkeiten                       | 9,256.81          | 9,688.28          |
| 365000 Verbindlichkeiten sonstige                       | 133,658.70        | 127,175.18        |
| 365001 Verbindlichkeiten sonstige                       | 261,070.24        | 285,838.53        |
| 365100 Sonst. Vbdlkeiten Rückkaufverpfl. Sixt           | 128,292.30        | 2,588,682.17      |
| 365101 Sonst. Vbdlkeiten Rückkaufverpfl. Sixt           | 809,582.84        | 2,419,716.34      |
| 365500 Verb. Marketing Coop Fund - NSC                  | 21,546.20         | 855.14            |
| 365501 Verb. Marketing Coop Fund - NSC                  | 1,157,320.63      | 27,285.88         |
| 365600 Verb. Marketing Coop Fund - Händler              | 63,914.18         | 0.00              |
| 365601 Verb. Marketing Coop Fund - Händler              | 546,864.55        | 502,978.52        |
| 366000 Verbindlichkeiten Mitarbeiter                    | 75.77             | 0.00              |
| 366001 Verbindlichkeiten Mitarbeiter                    | 584.48            | 4,962.84          |
| 367001 Lohn- und Gehaltsverrechnung                     | 4,621.49          | 8,817.28          |
|   | 42,173,280.65     | 49,601,160.60     |
| thereof with a remaining maturity of more than one year |                   |                   |
| 365000 Verbindlichkeiten sonstige                       | 35,000.00         | 35,000.00         |
| 365001 Verbindlichkeiten sonstige                       | 118,000.00        | 118,000.00        |
|   | 153,000.00        | 153,000.00        |

### D. Deferred income

|   |                      |                      |
|---|----------------------|----------------------|
| 365200 Abgrenzung Ertrag aus Buy Back             | 3,992.56             | 45,036.27            |
| 365201 Abgrenzung Ertrag aus Buy Back             | 9,159.39             | 51,760.28            |
| 365300 Conn. car revenue current <12M             | 245,024.70           | 230,396.10           |
| 365301 Conn. car def. rev. current <12M           | 277,998.20           | 226,326.20           |
| 365400 Conn. car revenue non current >12M         | 196,586.90           | 218,119.70           |
| 365401 Conn. car def.rev. non-current >12M        | 258,632.30           | 187,386.50           |
| 390001 Passive Rechnungsabgrenzung                | 16,687.50            | 0.00                 |
|   | 1,008,081.55         | 959,025.05           |
| <b>Total shareholder's equity and liabilities</b> | <b>63,923,531.77</b> | <b>71,950,441.98</b> |

# JAGUAR LAND ROVER AUSTRIA GMBH

## SALZBURG

### GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM

VOM APRIL 1, 2021 BIS MARCH 31, 2022

|   | 2021/2022<br>EUR | 2020/2021<br>EUR |
|---|------------------|------------------|
| 1.Net sales   |                  |                  |
| 401650 Parts Rev. (nur am MOAB bebuchen)                  | 4,442,259.00     | 3,710,857.21     |
| 401651 Parts Revenues (nur am MOAB bebuchen)              | 14,368,722.56    | 12,121,796.59    |
| 401700 Accessories Rev. (nur am MOAB bebuchen)            | 1,040,000.00     | 922,000.00       |
| 401701 Accessories (nur am MOAB bebuchen)                 | 2,700,000.00     | 2,354,000.00     |
| 401720 Merchandise Wholesale revenue (nur MOAB bebuchen)  | 166,233.45       | 131,620.50       |
| 401750 Warranty Rev. (nur am MOAB bebuchen)               | 1,142,000.00     | 1,459,000.00     |
| 401751 Warranty Rev. (nur am MOAB bebuchen)               | 2,202,000.00     | 3,246,000.00     |
| 403000 Erlöse Typenscheine & Datenblätter                 | 26,587.50        | 24,412.50        |
| 403001 Erlöse Typenscheine & Datenblätter                 | 34,434.00        | 35,337.50        |
| 404001 CS system & software revenues national             | 452,204.91       | 428,026.76       |
| 404011 CS system & software revenues national - Real Gara | 336,369.99       | 0.00             |
| 404101 CS system & software Rev. EU                       | 190,000.00       | 138,152.91       |
| 404111 CS system & software Rev. EU - Real Garant         | 62,314.32        | 0.00             |
| 420050 Erlöse NW X152 F-Type INL                          | 1,817,281.53     | 1,579,609.22     |
| 420150 Erlöse NW X351 XJ INL                              | 0.00             | -637.39          |
| 420300 Erlöse NW X250 XF INL                              | 0.00             | 23,270.18        |
| 420351 Erlöse NW L494 RRS INL                             | 16,175,234.35    | 14,789,914.39    |
| 420450 Erlöse NW X760 INL                                 | 926,645.49       | 611,933.02       |
| 420451 Erlöse NW L405 INL                                 | 22,961,114.35    | 32,824,074.03    |
| 420500 Erlöse NW X260 INL                                 | 860,378.13       | 627,931.98       |
| 420501 Erlöse NW L550 Disco S INL                         | 7,597,756.55     | 9,792,109.20     |
| 420550 Erlöse NW X540 INL                                 | 4,751,185.32     | 5,338,705.96     |
| 420551 Erlöse NW L462 INL                                 | 2,545,433.21     | 2,359,868.75     |
| 420600 Erlöse NW X761 INL                                 | 5,891,129.74     | 3,851,484.03     |
| 420601 Erlöse NW L560 INL                                 | 8,225,458.27     | 3,446,597.26     |
| 420650 Erlöse NW X590 INL                                 | 9,618,182.68     | 22,612,770.24    |
| 420651 Erlöse NW L551 INL                                 | 15,595,754.46    | 14,675,500.24    |
| 420701 Erlöse NW L663 INL                                 | 20,258,238.61    | 16,141,694.93    |
| 420711 Erlöse NW L460 New RR INL                          | 1,075,906.63     | 0.00             |
| 421050 Erlöse CC X152 F-Type INL                          | 47,812.49        | 230,813.42       |
| 421150 Erlöse CC X351 XJ INL                              | 0.00             | 79,731.87        |
| 421151 Erlöse CC L405 RR INL                              | 144,450.79       | 497,416.68       |
| 421450 Erlöse CC X760 INL                                 | 155,073.54       | 255,805.41       |
| 421451 Erlöse CC L494 RRS INL                             | 841,205.04       | 2,087,035.90     |
| 421500 Erlöse CC X260 INL                                 | 165,805.83       | 195,752.57       |
| 421501 Erlöse CC L550 INL                                 | 1,549,185.81     | 1,989,373.96     |
| 421541 Erlöse CC L560 INL                                 | 913,429.75       | 1,016,513.73     |
| 421550 Erlöse CC X540 INL                                 | 1,272,323.59     | 1,827,763.65     |
| 421551 Erlöse CC L462 INL                                 | 176,956.17       | 692,198.51       |

# JAGUAR LAND ROVER AUSTRIA GMBH

## SALZBURG

### GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM

VOM APRIL 1, 2021 BIS MARCH 31, 2022

|                                       | 2021/2022<br>EUR | 2020/2021<br>EUR |
|---------------------------------------|------------------|------------------|
| 421600 Erlöse CC X761 INL             | 1,645,374.35     | 1,293,591.85     |
| 421601 Erlöse CC L551 INL             | 1,107,772.87     | 2,153,110.36     |
| 421650 Erlöse CC X590 INL             | 1,054,087.47     | 901,254.78       |
| 421701 Erlöse CC L663 INL             | 710,039.41       | 362,096.45       |
| 422351 Erlöse NW L494 RRS EU          | 4,337,712.80     | 3,130,471.42     |
| 422451 Erlöse NW L405 Range Rover EU  | 2,841,961.39     | 2,782,755.41     |
| 422501 Erlöse NW L550 Disco Sport EU  | 2,391,199.79     | 2,558,117.82     |
| 422551 Erlöse NW L462 EU              | 4,886,870.58     | 3,319,837.79     |
| 422601 Erlöse NW L560 EU              | 6,972,502.87     | 3,161,317.64     |
| 422651 Erlöse NW L551 EU              | 3,973,653.83     | 2,907,556.48     |
| 422701 Erlöse NW L663 EU              | 13,862,634.95    | 9,057,132.03     |
| 423050 Erlöse NW X152 F-Type EU       | 2,338,406.28     | 1,173,858.12     |
| 423151 Erlöse CC L405 Range Rover EU  | 0.00             | 481,306.80       |
| 423300 Erlöse NW X250 XF EU           | 0.00             | 10,034.21        |
| 423450 Erlöse NW X760 EU              | 539,280.49       | 305,772.05       |
| 423451 Erlöse CC L494 RRS EU          | 473,714.15       | 430,478.46       |
| 423500 Erlöse NW X260 EU              | 229,951.83       | 533,369.36       |
| 423501 Erlöse CC L550 EU              | 223,143.96       | 495,182.93       |
| 423541 Erlöse CC L560 EU              | 548,850.10       | 159,533.56       |
| 423550 Erlöse NW X540 EU              | 428,472.95       | 756,369.88       |
| 423551 Erlöse CC L462 EU              | 506,550.67       | 617,711.14       |
| 423600 Erlöse NW X761 EU              | 5,297,284.14     | 3,445,397.95     |
| 423601 Erlöse CC L551 EU              | 197,472.24       | 106,176.58       |
| 423650 Erlöse NW X590 EU              | 363,508.72       | 469,189.22       |
| 423701 Erlöse CC L663 EU              | 379,958.16       | 530,701.67       |
| 425050 Erlöse CC X152 F-Type EU       | 258,583.09       | 19,226.52        |
| 425450 Erlöse CC X760 EU              | 174,307.01       | 53,726.47        |
| 425500 Erlöse CC X260EU               | 0.00             | 45,573.84        |
| 425550 Erlöse CC X540 EU              | 189,889.27       | 79,093.32        |
| 425600 Erlöse CC X761 EU              | 1,230,072.93     | 211,903.47       |
| 425650 Erlöse CC X590 EU              | 220,577.13       | 299,377.57       |
| 428000 Erlöse CC NoVA INL             | 391,438.70       | 392,531.98       |
| 428001 Erlöse CC NoVA INL             | 904,769.44       | 1,043,409.57     |
| 429000 Conn. car deferred rev. X152   | -9,386.10        | -4,276.10        |
| 429001 Conn. car def. rev. gross L538 | -2,601.80        | -2,695.40        |
| 429010 Conn. car deferred rev. X760   | -75,215.00       | -250,902.70      |
| 429011 Conn. car def. rev. gross L462 | -26,783.10       | -12,527.00       |
| 429020 Conn. car deferred rev. X761   | -50,400.80       | -20,841.50       |
| 429021 Conn. car def. rev. gross L494 | -48,757.70       | -31,560.20       |
| 429030 Conn. car deferred rev. X260   | -4,452.60        | -3,407.90        |
| 429031 Conn. car def. rev. gross L405 | -35,247.70       | -41,839.90       |

**JAGUAR LAND ROVER AUSTRIA GMBH****SALZBURG****GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM****VOM APRIL 1, 2021 BIS MARCH 31, 2022**

|   | 2021/2022<br>EUR | 2020/2021<br>EUR |
|---|------------------|------------------|
| 429040 Conn. car deferred rev. X351       | -13,457.30       | -18,163.30       |
| 429041 Conn. car def. rev. gross L550     | -38,966.70       | -29,237.70       |
| 429050 Conn. Car def. Rev. X540           | -14,615.90       | -12,704.80       |
| 429051 Conn. Car def. rev. gross L560     | -56,800.80       | -21,016.70       |
| 429060 Conn. Car def. Rev. X590           | -38,136.10       | -4,501.50        |
| 429061 Conn. Car def. rev. gross L551     | -43,723.00       | -34,334.20       |
| 429071 Conn. Car def. rev. gross L663     | -102,956.50      | -50,939.50       |
| 429081 Conn. car def. rev. gross L460     | -6,119.90        | 0.00             |
| 431050 Hold Backs NW X152 INL             | -159,187.61      | -147,233.93      |
| 431150 Hold Backs NW X351 INL             | 0.00             | -6,144.69        |
| 431300 Hold Backs NW X250 INL             | 0.00             | -27,501.10       |
| 431351 Hold Backs NW L494 INL             | -1,532,236.35    | -1,565,250.13    |
| 431411 Hold Backs NW L405 INL             | -2,159,700.66    | -3,165,309.82    |
| 431421 Hold Backs NW L550 INL             | -819,310.58      | -1,096,943.59    |
| 431431 Hold Backs NW L462 INL             | -235,372.88      | -306,281.04      |
| 431441 Hold Backs NW L560 INL             | -870,874.95      | -415,073.61      |
| 431450 Hold Backs NW X760 INL             | -54,384.93       | -59,512.04       |
| 431451 Hold Backs NW L551 INL             | -1,543,386.22    | -1,539,732.88    |
| 431461 Hold Backs NW L663 INL             | -1,942,811.87    | -1,493,457.67    |
| 431470 Hold Backs NW X540 INL             | -444,009.63      | -589,317.50      |
| 431480 Hold Backs NW X260 INL             | -83,753.93       | -43,421.38       |
| 431481 D. Margin Holdback L460 New RR INL | -100,794.67      | 0.00             |
| 431490 Hold Backs NW X761 INL             | -558,329.29      | -384,327.03      |
| 431500 Hold Backs NW X590 INL             | -111,689.40      | -393,643.31      |
| 431600 Hold Backs NW X250 EU              | 0.00             | -12,542.75       |
| 431650 Hold Backs NW X152 EU              | -215,759.85      | -97,512.62       |
| 431700 Hold Backs NW X760 EU              | -43,364.10       | -24,353.64       |
| 431750 Hold Backs NW X260 EU              | -19,162.60       | -34,089.57       |
| 431760 Hold Backs NW X761 EU              | -533,926.13      | -285,404.42      |
| 431770 Hold Backs NW X540 EU              | -49,420.15       | -66,669.05       |
| 431780 Hold Backs NW X590 EU              | -45,608.65       | -73,862.82       |
| 431851 Hold Backs NW L494 EU              | -450,779.41      | -323,225.99      |
| 431911 Hold Backs NW L405 EU              | -268,511.01      | -282,307.41      |
| 431921 Hold Backs NW L550 EU              | -243,037.44      | -278,823.66      |
| 431931 Hold Backs NW L462 EU              | -501,501.65      | -343,494.55      |
| 431941 Hold Backs NW L560 EU              | -704,530.74      | -303,226.93      |
| 431951 Hold Backs NW L551 EU              | -391,744.55      | -284,008.57      |
| 431961 Hold Backs NW L663 EU              | -1,338,133.97    | -928,156.33      |
| 441050 VME X152 F-Type INL                | -158,497.93      | -126,826.10      |
| 441060 VME Vorjahr X152 F-Type INL        | -22,781.63       | -18,428.32       |
| 441150 VME X351 XJ INL                    | 0.00             | -86,665.66       |

**JAGUAR LAND ROVER AUSTRIA GMBH****SALZBURG****GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM****VOM APRIL 1, 2021 BIS MARCH 31, 2022**

|   | 2021/2022<br>EUR | 2020/2021<br>EUR |
|---|------------------|------------------|
| 441351 VME L494 RRS INL                 | -1,134,838.03    | -1,204,813.12    |
| 441361 VME Vorjahr L494 RRS INL         | -69,221.43       | -148,278.58      |
| 441450 VME X760 XE INL                  | -48,990.33       | -133,249.94      |
| 441451 VME L405 Range Rover INL         | -878,294.90      | -1,712,935.24    |
| 441460 VME Vorjahr X760 XE INL          | -16,572.32       | -3,580.00        |
| 441461 VME Vorjahr L405 Range Rover INL | -81,948.56       | -186,288.65      |
| 441500 VME X260 XF INL                  | -85,685.64       | -21,404.08       |
| 441501 VME L550 Disco Sport INL         | -514,257.95      | -950,173.74      |
| 441510 VME Vorjahr X260 XF INL          | 0.00             | -47,852.52       |
| 441511 VME Vorjahr L550 Disco Sport INL | -24,086.24       | -108,131.36      |
| 441551 VME L462 Disco 5 INL             | -221,653.08      | -125,163.64      |
| 441561 VME Vorjahr L462 INL             | -12,520.44       | -36,514.10       |
| 441600 VME X761 F-Pace INL              | -544,609.09      | -310,530.72      |
| 441601 VME L560 Velar INL               | -543,194.26      | -233,178.34      |
| 441610 VME Vorjahr X761 F-Pace INL      | -21,134.41       | -51,217.03       |
| 441611 VME Vorjahr L560 INL             | -62,576.05       | -45,931.15       |
| 441650 VME X590 I-Pace INL              | -201,542.46      | -1,305,671.91    |
| 441651 VME L551 INL                     | -1,057,913.77    | -1,110,122.97    |
| 441660 VME Vorjahr X590 I-Pace INL      | -23,223.04       | -53,906.13       |
| 441661 VME Vorjahr L551 INL             | -16,128.66       | -155,245.95      |
| 441700 VME X540 E-Pace INL              | -332,815.98      | -589,933.11      |
| 441701 VME L663 INL                     | -820,967.95      | -655,738.99      |
| 441710 VME Vorjahr X540 E-Pace INL      | -2,500.00        | -45,809.64       |
| 441711 VME Vorjahr L663 INL             | -29,961.65       | -41,178.63       |
| 441721 VME L460 New RR INL              | -16,380.00       | 0.00             |
| 442050 VME X152 F-Type EU               | -156,460.69      | -120,028.29      |
| 442060 VME Vorjahr X152 F-Type EU       | 0.00             | -2,000.00        |
| 442150 VME X351 XJ EU                   | 0.00             | -25,536.35       |
| 442351 VME L494 RRS EU                  | -339,479.79      | -339,231.69      |
| 442361 VME Vorjahr L494 RRS EU          | -4,400.65        | -101,122.23      |
| 442450 VME X760 XE EU                   | -35,119.69       | -49,717.59       |
| 442451 VME L405 Range Rover EU          | -178,327.78      | -302,303.18      |
| 442460 VME Vorjahr X760 XE EU           | -8,062.26        | -5,732.11        |
| 442461 VME Vorjahr L405 Range Rover EU  | -12,463.00       | -71,843.03       |
| 442500 VME X260 XF EU                   | -65,723.99       | -58,740.27       |
| 442501 VME L550 Disco Sport EU          | -206,084.90      | -423,587.60      |
| 442510 VME Vorjahr X260 XF EU           | 0.00             | -45,915.64       |
| 442511 VME Vorjahr L550 Disco Sport EU  | -22,821.47       | -61,793.47       |
| 442551 VME L462 Disco 5 EU              | -449,589.17      | -565,136.36      |
| 442561 VME Vorjahr L462 EU              | -13,629.08       | -99,261.63       |
| 442600 VME X761 F-Pace EU               | -961,874.12      | -297,009.53      |

**JAGUAR LAND ROVER AUSTRIA GMBH****SALZBURG****GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM****VOM APRIL 1, 2021 BIS MARCH 31, 2022**

|   | 2021/2022<br>EUR | 2020/2021<br>EUR |
|---|------------------|------------------|
| 442601 VME L560 Velar EU                    | -482,111.20      | -225,163.07      |
| 442610 VME Vorjahr X761 EU                  | -35,449.82       | -122,031.80      |
| 442611 VME Vorjahr L560 EU                  | -53,355.54       | -106,431.18      |
| 442650 VME X590 I-Pace EU                   | -31,047.29       | -81,879.08       |
| 442651 VME L551 EU                          | -774,146.57      | -301,444.36      |
| 442660 VME Vorjahr X590 EU                  | -18,799.02       | -55,566.93       |
| 442661 VME Vorjahr L551 EU                  | -3,300.00        | -79,824.09       |
| 442700 VME X540 E-Pace EU                   | -84,909.12       | -166,617.32      |
| 442701 VME L663 EU                          | -431,293.20      | -283,024.04      |
| 442710 VME Vorjahr X540 EU                  | -2,000.00        | -26,234.76       |
| 442711 VME Vorjahr L663 EU                  | -33,756.19       | -11,296.76       |
| 443000 Leasingprogramme Österreich          | -36,946.70       | -39,457.55       |
| 443001 Sonderpr. Leasing Österreich         | -122,100.19      | -96,904.89       |
| 443501 Sonderpr. Leasing Tschechien ab 2011 | -38,736.30       | -24,735.51       |
| 443601 VME Sonderprojekte Vertr.            | -6,192.83        | 0.00             |
| 443651 VME Diverse                          | -128,352.51      | -22,822.65       |
| 444110 LoR XJ INL                           | 0.00             | -40,973.33       |
| 444130 LoR F-Type INL                       | -47,947.01       | -55,783.77       |
| 444140 LoR XE INL                           | -35,458.60       | -75,182.98       |
| 444150 LoR XF NEU X260 INL                  | -30,234.73       | -105,601.16      |
| 444160 LoR F-Pace X761 INL                  | -349,222.06      | -535,755.74      |
| 444161 LoR L405 INL                         | -38,866.00       | -79,046.12       |
| 444170 LoR E-Pace X540 INL                  | -372,813.80      | -540,556.35      |
| 444171 LoR L494 INL                         | -153,258.27      | -344,733.49      |
| 444180 LoR I-Pace X590 INL                  | -401,753.54      | -295,459.14      |
| 444181 LoR L550 INL                         | -353,991.43      | -581,298.12      |
| 444191 LoR L462 INL                         | -91,725.12       | -251,214.34      |
| 444201 LoR L560 INL                         | -145,668.66      | -181,167.21      |
| 444211 LoR L551 INL                         | -313,746.62      | -507,565.12      |
| 444630 LoR F-Type EU                        | -89,495.17       | -19,226.52       |
| 444640 LoR XE EU                            | -174,490.46      | -53,726.47       |
| 444650 LoR XF NEU X260 EU                   | 0.00             | -9,719.33        |
| 444660 LoR F-Pace X761 EU                   | -211,392.66      | -71,016.87       |
| 444661 LoR L405 EU                          | 0.00             | -34,463.74       |
| 444670 LoR E-Pace X540 EU                   | -37,146.11       | -29,987.75       |
| 444671 LoR L494 EU                          | -118,385.43      | -66,796.01       |
| 444680 LoR I-Pace X590 EU                   | -94,659.10       | -119,854.23      |
| 444681 LoR L550 EU                          | -46,452.79       | -82,954.51       |
| 444691 LoR L462 EU                          | -118,718.47      | -97,717.71       |
| 444701 LoR L560 EU                          | -81,397.60       | -11,956.26       |
| 444711 LoR L551 EU                          | -35,567.71       | -28,682.54       |



**JAGUAR LAND ROVER AUSTRIA GMBH****SALZBURG****GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM****VOM APRIL 1, 2021 BIS MARCH 31, 2022**

|   | 2021/2022<br>EUR | 2020/2021<br>EUR |
|---|------------------|------------------|
| 444721 LoR L663 INL                             | -164,091.61      | -60,807.59       |
| 444731 LoR L663 EU                              | -75,166.88       | -53,070.14       |
| 445000 Zinsen Exporthändler                     | -4,394.66        | -7,940.05        |
| 445001 Zinsen Exporthändler                     | -14,676.37       | -22,150.11       |
| 445100 Freifinanzierung X351 XJ                 | 0.00             | -532.12          |
| 445101 Freifinanzierung Evoque L538             | 0.00             | 0.01             |
| 445200 Freifinanzierung F-Type                  | -2,898.54        | -6,316.93        |
| 445201 Freifinanzierung RR L405                 | -27,495.88       | -48,444.95       |
| 445300 Freifinanzierung XE                      | -1,436.84        | -1,922.31        |
| 445301 Freifinanzierung RRS L494                | -21,508.48       | -37,033.58       |
| 445400 Freifinanzierung XF X260                 | -1,496.67        | -1,561.61        |
| 445401 Freifinanzierung Disco Sport L550        | -10,486.03       | -19,638.88       |
| 445500 Freifinanzierung F-Pace X761             | -9,186.31        | -9,302.44        |
| 445501 Freifinanzierung L462 Disco 5            | -3,240.16        | -7,533.27        |
| 445600 Freifinanzierung E-Pace X540             | -6,747.68        | -15,138.17       |
| 445601 Freifinanzierung L560 Velar              | -9,991.84        | -11,745.90       |
| 445651 Freifinanzierung L551                    | -19,348.31       | -32,830.85       |
| 445661 Freifinanzierung L663                    | -29,148.93       | -28,126.04       |
| 445671 Freifinanzierung L460                    | -61.55           | 0.00             |
| 445700 Freifinanzierung I-Pace X590             | -19,325.76       | -19,668.97       |
| 446500 VME Parts - VME INL                      | -416,498.75      | -311,267.48      |
| 446501 VME Parts - VME INL                      | -1,185,579.96    | -906,215.85      |
| 446600 VME Parts - VME EU                       | -19,791.70       | -21,979.93       |
| 446601 VME Parts - VME EU                       | -148,902.81      | -122,796.71      |
| 449750 Erlöse Marketing Diverses                | 78,885.72        | 57,562.16        |
| 449801 Erlöse Diverses Marketing                | 152,975.51       | 163,250.71       |
| 482000 Erlöse Sonstige (weiterr. Aufw.)         | 2,117,158.05     | 1,706,897.09     |
| 482001 Erlöse Sonstige (weiterr. Aufw.)         | 5,635.32         | 1,563.76         |
| 483001 Lieferantenerklärungen                   | 1,100.00         | 6,600.00         |
| 485200 Erlöse Sachbezug                         | 66,653.85        | 58,461.08        |
| 485201 Erlöse Sachbezug                         | 91,879.05        | 104,207.87       |
| 491500 Mietertr. aus Vermiet. KFZ X540          | 122,476.22       | 40,731.42        |
| 491551 Mietertr. aus Verm. KFZ L550             | 55,004.01        | 30,721.23        |
| 491601 Mietertr. aus Verm. KFZ L462             | 74,739.43        | 9,483.03         |
| 491651 Mietert. aus Verm. L551                  | 88,755.90        | 37,476.60        |
| 491700 Mieterträge aus Vermiet. KFZ X761 F-Pace | 120,506.51       | 19,200.93        |
| 491701 Mietert. aus Verm. L494                  | 30,174.06        | 9,388.08         |
| 491750 Mieterträge aus Vermiet. KFZ X590 I-Pace | 28,000.66        | 26,021.62        |
| 493001 sonstige betriebliche Erträge ohne USt   | 116,858.80       | 0.00             |
| 496000 Conn. car def. rev. release X152         | 6,713.50         | 4,352.30         |
| 496001 Conn. car def. rev. release L538         | 1,249.10         | 6,839.90         |

# JAGUAR LAND ROVER AUSTRIA GMBH

## SALZBURG

### GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM

VOM APRIL 1, 2021 BIS MARCH 31, 2022

|  | 2021/2022<br>EUR      | 2020/2021<br>EUR      |
|--|-----------------------|-----------------------|
| 496010 Conn. car def. rev. release X760                | 2,571.00              | 2,115.00              |
| 496011 Conn. car def. rev. release L462                | 22,493.10             | 33,651.80             |
| 496020 Conn. car def. rev. release X761                | 25,541.40             | 22,516.60             |
| 496021 Conn. car def. rev. release L494                | 45,189.20             | 47,712.40             |
| 496030 Conn. car def. rev. release X260                | 5,044.00              | 5,847.80              |
| 496031 Conn. car def. rev. release L405                | 46,309.10             | 49,609.70             |
| 496040 Conn. car def. rev. release X351                | 616.40                | 1,345.60              |
| 496041 Conn. car def. rev. release L550                | 18,828.20             | 12,755.80             |
| 496050 Conn. car def. rev. release X540                | 41,074.80             | 48,976.40             |
| 496051 Conn. Car def. rev. release L560                | 38,042.50             | 55,070.10             |
| 496060 Conn. car def. rev. release X590                | 131,006.90            | 42,460.30             |
| 496061 Conn. Car def.rev. Release L551                 | 40,224.70             | 28,339.00             |
| 496071 Conn. Car def.rev. Release L663                 | 26,703.50             | 4,763.20              |
|  | <u>179,809,879.97</u> | <u>173,246,122.20</u> |
| 2. Other operating income                              |                       |                       |
| a) Income from disposal of fixed assets                |                       |                       |
| 461001 Erlöse Anlagenverkauf Sachanl. 20%              | 44,650.00             | 0.00                  |
| b) Income from the reversal of accruals and provisions |                       |                       |
| 470000 Erträge aus Auflösung RST Verwaltung            | 18,000.00             | 0.00                  |
| 470001 Ertr. Aufl. RST Verwaltung                      | 34,000.00             | 0.00                  |
| 470400 Erträge aus der Aufl. von RST VDM               | 307,925.00            | 84,074.95             |
| 470401 Erträge aus der Aufl. von RST VDM               | 2,081.14              | 8,363.52              |
|  | <u>362,006.14</u>     | <u>92,438.47</u>      |
| c) Other   |                       |                       |
| 482002 Fixkostenzuschuss                               | 0.00                  | 124,572.57            |
| 488500 Versicherungsentschädigungen UK                 | 3,866.29              | 4,066.86              |
| 488501 Versicherungsentschädigungen UK                 | 24,366.21             | 20,954.18             |
| 489000 Versicherungsentschädigungen Inl.               | 39,369.82             | 950.51                |
| 489001 Versicherungsentschädigungen Inl.               | 55,736.44             | 12,557.80             |
|  | <u>123,338.76</u>     | <u>163,101.92</u>     |
|  | 529,994.90            | 255,540.39            |
| 3. Cost of materials and other purchased services      |                       |                       |
| a) Cost of materials                                   |                       |                       |
| Raw material   |                       |                       |
| 418001 Erlöse CS Schulung & Training weiterver.        | -299,805.15           | -210,548.41           |

**JAGUAR LAND ROVER AUSTRIA GMBH****SALZBURG****GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM****VOM APRIL 1, 2021 BIS MARCH 31, 2022**

|   | 2021/2022<br>EUR | 2020/2021<br>EUR |
|---|------------------|------------------|
| 419000 Castrol commission                     | -81,857.00       | -25,918.00       |
| 419001 Castrol commission                     | -141,192.00      | -77,621.00       |
| 419100 Garantierlöse UK                       | -2,854,057.22    | -3,419,493.12    |
| 419101 Garantierlöse UK                       | -4,260,676.76    | -5,837,964.20    |
| 514001 Fracht Div. (ÖBB, Velo, ...)           | 0.00             | 797.98           |
| 515001 Fracht ET & Werkzeug                   | 0.00             | -9.90            |
| 520000 Lagerkosten NFZ                        | 6,780.41         | 13,558.58        |
| 520001 Lagerkosten NFZ                        | 10,243.08        | 18,272.09        |
| 530000 Bezugskosten NFZ                       | 14,484.91        | 335.14           |
| 530001 Bezugskosten NFZ                       | 66,443.44        | 43,353.97        |
| 536000 Treibstoffe & Wartung LMX              | 20,207.01        | 65,473.82        |
| 536001 Treibstoffe & Wartung LMX              | 47,278.89        | 130,691.75       |
| 545000 Aufbereitung & Begutacht. NFZ          | 4,776.37         | 3,576.27         |
| 545001 Aufbereitung & Begutachtung NFZ        | 3,948.34         | 3,785.87         |
| 545500 Aufbereitung & Begutacht. GFZ          | 102,950.96       | 0.00             |
| 545501 Aufbereitung & Begutachtung GFZ        | 253,551.11       | 4,382.25         |
| 547000 Überstellungskosten Vertrieb           | 127,756.88       | 186,229.35       |
| 547001 Überstellkosten & div.Fracht           | 353,016.52       | 490,408.11       |
| 547511 Zoll - Parts                           | 1,404.96         | 0.00             |
| 547610 Kosten Zollabwicklung - Fahrzeuge X152 | 758.26           | 587.04           |
| 547611 Kosten Zollabwicklung - Fahrzeuge L405 | 13,181.68        | 0.00             |
| 548000 Eingangsschäden                        | 5,419.91         | 832.52           |
| 548001 Eingangsschäden                        | 20,279.90        | 20,499.44        |
| 548501 Transport- & Sturmschäden Nfzg.        | 0.00             | 860.63           |
| 549000 NRS Schäden                            | 7,778.19         | 10,043.36        |
| 549001 NRS Schäden                            | 20,391.40        | 28,583.81        |
| 550000 Garantieraufwand Inland                | 2,271,356.73     | 2,925,525.82     |
| 550001 Garantieraufwand Inland                | 2,849,021.10     | 4,037,246.02     |
| 550100 Garantieraufwand EU                    | 606,365.12       | 682,741.96       |
| 550101 Garantieraufwand EU                    | 1,401,831.13     | 1,668,521.38     |
| 551000 Warranty Parts Profit red.             | 116,720.00       | 145,900.00       |
| 551001 Warranty Parts Profit Reduction        | 226,750.00       | 323,950.80       |
| 554001 Typenscheine / Homolog.                | 171,247.86       | 198,244.54       |
| 555000 Kulanz Inl. Local Warranty             | 220.02           | 1,474.63         |
| 555001 Kulanz Inl. Local Warr.                | 667.04           | 1,474.74         |
| 560000 WES Ersatzteile (ET)                   | 5,762,618.71     | 4,223,871.77     |
| 562001 WES Ersatzteile (ET)                   | 14,946,794.00    | 13,207,316.68    |
| 569000 WES Reifen INL                         | 25,662.90        | 4,235.03         |
| 569001 WES Reifen Inland                      | 28,981.67        | 13,239.85        |
| 569500 WES Reifen EU                          | 396,459.10       | 495,134.47       |
| 569501 WES Reifen EU                          | 670,783.16       | 1,099,095.29     |

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|  | 2021/2022<br>EUR | 2020/2021<br>EUR |
|--|------------------|------------------|
| 571050 WES NW X152 INL                   | 1,398,800.19     | 1,037,362.60     |
| 571251 WES NW L319 Discovery 3 INL       | 9,830.70         | 5,054.70         |
| 571351 WES NW L494 Range Rover Sport INL | 12,661,221.62    | 10,085,372.58    |
| 571450 WES NW X760 INL                   | 806,004.19       | 437,641.75       |
| 571451 WES NW L405 INL                   | 18,455,334.98    | 24,989,251.00    |
| 571500 WES NW X260 INL                   | 687,613.95       | 432,160.47       |
| 571501 WES NW L550 INL                   | 5,069,782.53     | 6,641,551.99     |
| 571550 WES NW X540 INL                   | 2,915,129.29     | 3,492,632.12     |
| 571551 WES NW L462 INL                   | 1,748,912.38     | 1,636,692.84     |
| 571600 WES NW X761 INL                   | 4,631,910.15     | 2,184,842.11     |
| 571601 WES NW L560 INL                   | 6,571,490.66     | 2,442,456.59     |
| 571650 WES NW X590 INL                   | 7,310,766.50     | 16,289,871.31    |
| 571651 WES NW L551 INL                   | 11,348,763.94    | 10,698,532.40    |
| 571701 WES NW L663 INL                   | 16,282,583.11    | 12,574,401.20    |
| 571711 WES NW L460 New RR INL            | 949,685.36       | 0.00             |
| 572050 WES NW X152 EU                    | 1,664,563.28     | 773,098.43       |
| 572351 WES NW L494 RRS EU                | 3,296,280.68     | 2,058,449.41     |
| 572450 WES NW X760 EU                    | 290,200.26       | 170,175.19       |
| 572451 WES NW L405 EU                    | 2,314,222.81     | 2,042,160.20     |
| 572500 WES NW X260 EU                    | 158,260.98       | 361,391.45       |
| 572501 WES NW L550 EU                    | 1,689,946.97     | 1,778,860.48     |
| 572550 WES NW X540 EU                    | 330,062.34       | 467,962.25       |
| 572551 WES NW L462 EU                    | 3,723,341.48     | 2,157,172.09     |
| 572600 WES NW X761 EU                    | 4,202,246.08     | 2,188,708.51     |
| 572601 WES NW L560 EU                    | 5,414,456.22     | 2,342,927.21     |
| 572650 WES NW X590 EU                    | 245,473.78       | 356,362.00       |
| 572651 WES NW L551 EU                    | 2,936,050.21     | 2,067,510.66     |
| 572701 WES NW L663 EU                    | 11,005,602.69    | 7,629,279.16     |
| 573751 WES Nfzg. - TP RR L405            | -43,611.62       | 168,300.50       |
| 573851 WES Nfzg. - TP RRS L494           | -49,354.71       | 118,711.74       |
| 573911 WES Nfzg. - TP L550 Disco S       | -47,201.05       | 420,846.69       |
| 573921 WES Nfzg. - TP L462               | -21,716.07       | 734.65           |
| 573931 WES Nfzg. - TP L560 Velar         | -45,047.39       | 46,346.99        |
| 573941 WES Nfzg. - TP L551               | -162,478.84      | 231,250.05       |
| 573951 WES Nfzg. - TP L663               | -93,325.27       | 37,968.31        |
| 574050 WES CC X152 INL                   | 98,300.16        | 180,237.87       |
| 574150 WES CC X351 XJ INL                | 0.00             | 47,145.00        |
| 574450 WES CC X760 INL                   | 0.00             | 163,209.91       |
| 574451 WES CC L405 Range Rover INL       | 155,379.69       | 211,982.53       |
| 574481 WES CC L494 RRS Inl               | 839,505.14       | 1,160,677.62     |
| 574500 WES CC X260 INL                   | 114,519.46       | 108,753.00       |

**JAGUAR LAND ROVER AUSTRIA GMBH****SALZBURG****GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM****VOM APRIL 1, 2021 BIS MARCH 31, 2022**

|                                      | 2021/2022<br>EUR | 2020/2021<br>EUR |
|--------------------------------------|------------------|------------------|
| 574501 WES CC L550 INL               | 1,354,489.81     | 1,341,084.30     |
| 574541 WES CC L560 INL               | 411,637.41       | 677,175.64       |
| 574550 WES CC X540 INL               | 1,203,396.18     | 1,195,650.26     |
| 574551 WES CC L462 INL               | 248,244.93       | 408,006.15       |
| 574600 WES CC X761 INL               | 1,090,255.41     | 1,037,472.70     |
| 574601 WES CC L551 INL               | 1,201,354.59     | 1,480,064.28     |
| 574650 WES CC X590 INL               | 712,187.19       | 757,856.65       |
| 574701 WES CC L663 INL               | 981,655.42       | 496,434.03       |
| 575150 WES CC X152 EU                | 219,107.85       | 33,356.04        |
| 575450 WES CC X760 EU                | 30,245.84        | 59,040.08        |
| 575451 WES CC L405 Range Rover EU    | 0.00             | 291,436.09       |
| 575481 WES CC L494 RRS EU            | 416,056.58       | 348,563.60       |
| 575500 WES CC X260 EU                | 0.00             | 60,621.00        |
| 575501 WES CC L550 EU                | 98,946.52        | 342,304.74       |
| 575541 WES CC L560 EU                | 256,858.08       | 180,228.01       |
| 575550 WES CC X540 EU                | 97,565.55        | 69,151.13        |
| 575551 WES CC L462 EU                | 276,307.53       | 780,021.60       |
| 575600 WES CC X761 EU                | 623,411.31       | 461,533.22       |
| 575601 WES CC L551 EU                | 147,048.13       | 87,310.00        |
| 575650 WES CC X590 EU                | 213,693.01       | 237,167.69       |
| 575701 WES CC L663 EU                | 381,293.62       | 450,598.07       |
| 575720 WES Nfzg. - TP X351           | 212.24           | -2,263.70        |
| 575730 WES Nfzg. - TP X152           | 79,292.39        | 195,721.30       |
| 575740 WES Nfzg. - TP X760           | 47,601.06        | 911,996.13       |
| 575750 WES Nfzg. - TP X260           | 36,953.20        | 125,775.06       |
| 575760 WES Nfzg. - TP X761           | 331,929.98       | 1,253,689.26     |
| 575770 WES Nfzg. - TP X540           | 254,347.56       | 9,506.28         |
| 575780 WES Nfzg. - TPX590            | 333,575.96       | 981,113.68       |
| 576000 WES CC NoVA INL               | 372,108.22       | 330,712.90       |
| 576001 WES CC NoVA INL               | 946,334.99       | 877,297.31       |
| 576600 Wertberichtigung Neufahrzeuge | 30,683.00        | 0.00             |
| 576601 Wertberichtigung Neufahrzeuge | 14,407.00        | 0.00             |
| 576800 Wertberichtigung Company Cars | -487,775.00      | 122,851.04       |
| 576801 Wertberichtigung Company Cars | -238,732.00      | 177,357.55       |
| 578000 Skontoertrag Inland           | -3.52            | 0.00             |
| 578001 Skontoertrag Inland           | -2,973.58        | -163.56          |
| 717000 Entsorgung & ARA              | 1,278.44         | 0.00             |
| 717001 Entsorgung & ARA              | 9,764.63         | 4,812.30         |
|                                      | 163,474,808.99   | 156,500,216.72   |

# JAGUAR LAND ROVER AUSTRIA GMBH

## SALZBURG

### GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM

VOM APRIL 1, 2021 BIS MARCH 31, 2022

|   | 2021/2022<br>EUR | 2020/2021<br>EUR |
|---|------------------|------------------|
| 4. Personnel expenses                                 |                  |                  |
| a) Salaries   |                  |                  |
| 620000 Gehälter                                       | 1,949,697.10     | 1,681,786.86     |
| 620001 Gehälter                                       | 1,795,585.98     | 1,955,169.68     |
| 622000 Sonderzahlungen (Urlaubsgeld + Weihnachtsrem.) | 386,806.52       | 378,298.69       |
| 622001 Sonderzahlungen (Urlaubsgeld + Weihnachtsrem.) | 373,251.11       | 507,522.40       |
| 641201 Nichtleistungsgehälter                         | 0.00             | 180,000.00       |
| 646100 Dotierung RSt. Jubiläumsgelder                 | 4,000.00         | 17,000.00        |
| 646101 Dotierung RSt. Jubiläumsgelder                 | 13,000.00        | 51,000.00        |
| 646200 Dotierung RSt. n. kons. Urlaub                 | 0.00             | 10,000.00        |
| 646201 Dot. RSt. nicht kons. Urlaub                   | 0.00             | 94,000.00        |
|   | 4,522,340.71     | 4,874,777.63     |
| b) Salaries   |                  |                  |
| 622002 Kurzarbeit                                     | 0.00             | -463,748.23      |
| c) Social benefits                                    |                  |                  |
| 641101 Abfertigungszahlungen freiwillig               | 0.00             | 180,000.00       |
| 641500 Dot. Abfertigungsrückst. Ang.                  | 45,000.00        | 20,000.00        |
| 641501 Dot. Abfertigungsrückst. Ang.                  | 47,213.96        | 4,000.00         |
| 642000 Mitarbeitervorsorgekasse                       | 33,483.40        | 31,344.35        |
| 642001 Mitarbeitervorsorgekasse                       | 29,131.13        | 34,411.64        |
| 646000 Pensionskasse                                  | 49,196.64        | 50,975.97        |
| 646001 Pensionskasse                                  | 58,863.54        | 61,857.06        |
| 654000 PKW-Aufw. Dienstwagen/ Rep. & Wartung          | 0.00             | 19,214.34        |
| 654001 PKW-Aufw. Dienstwagen/ Rep. & Wartung          | 0.00             | 111,341.20       |
| 654100 PKW-Aufw. Dienstwagen / Versicherung           | 18,684.59        | 17,085.15        |
| 654101 PKW-Aufw. Dienstwagen / Versicherung           | 38,622.73        | 64,036.66        |
| 654200 PKW-Aufw. Dienstwagen / Treibstoff             | 2,653.68         | 1,253.12         |
| 654201 PKW-Aufw. Dienstwagen/ Treibstoff              | 106,325.03       | 59,614.14        |
| 654301 PKW-Aufw. Dienstwagen / An-/Abmeldung & Vign.  | 0.00             | 56.00            |
| 656000 Ges. Sozialaufwand Ang.                        | 430,524.77       | 416,358.90       |
| 656001 Ges. Sozialaufwand Ang.                        | 440,081.76       | 545,623.24       |
| 666000 Kommunalsteuer                                 | 71,008.13        | 59,817.21        |
| 666001 Kommunalsteuer                                 | 65,914.84        | 66,222.21        |
| 667000 Dienstgeberbeitrag Angestellte                 | 88,086.88        | 76,242.79        |
| 667001 Dienstgeberbeitrag Angestellte                 | 83,247.37        | 87,229.71        |
| 667500 DZ Angestellte                                 | 8,682.57         | 7,492.40         |
| 667501 DZ Angestellte                                 | 8,324.80         | 8,722.85         |
| 668000 Sachbezugsaufwand                              | 1,275.80         | 79.20            |

# JAGUAR LAND ROVER AUSTRIA GMBH

## SALZBURG

### GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM

VOM APRIL 1, 2021 BIS MARCH 31, 2022

|  | 2021/2022<br>EUR    | 2020/2021<br>EUR    |
|--|---------------------|---------------------|
| 668001 Sachbezugsaufwand   | 2,590.22            | 160.79              |
| 668100 Privatnutzung FA PKW  | 78,708.87           | 73,032.35           |
| 668101 Privatnutzung FA PKW  | 107,664.65          | 124,888.67          |
| 670000 Freiwilliger Sozialaufwand  | 840.00              | 951.68              |
| 670001 Freiwilliger Sozialaufwand  | 38,457.29           | 18,261.65           |
| 671001 Weiterbildung Mitarbeiter   | 15,470.00           | 432.50              |
|  | <u>1,870,052.65</u> | <u>2,140,705.78</u> |
| <i>thereof expenses for pensions</i>   |                     |                     |
| 646000 Pensionskasse   | 49,196.64           | 50,975.97           |
| 646001 Pensionskasse   | 58,863.54           | 61,857.06           |
|  | <u>108,060.18</u>   | <u>112,833.03</u>   |
| aa) thereof expenses for severance payments and contributions<br>to staff provision funds                |                     |                     |
| 641101 Abfertigungszahlungen freiwillig  | 0.00                | 180,000.00          |
| 641500 Dot. Abfertigungsrückst. Ang.   | 45,000.00           | 20,000.00           |
| 641501 Dot. Abfertigungsrückst. Ang.   | 47,213.96           | 4,000.00            |
| 642000 Mitarbeitervorsorgekasse  | 33,483.40           | 31,344.35           |
| 642001 Mitarbeitervorsorgekasse  | 29,131.13           | 34,411.64           |
|  | <u>154,828.49</u>   | <u>269,755.99</u>   |
| bb) thereof expenses for statutory social security, payroll-related<br>taxes and mandatory contributions |                     |                     |
| 656000 Ges. Sozialaufwand Ang.   | 430,524.77          | 416,358.90          |
| 656001 Ges. Sozialaufwand Ang.   | 440,081.76          | 545,623.24          |
| 666000 Kommunalsteuer  | 71,008.13           | 59,817.21           |
| 666001 Kommunalsteuer  | 65,914.84           | 66,222.21           |
| 667000 Dienstgeberbeitrag Angestellte  | 88,086.88           | 76,242.79           |
| 667001 Dienstgeberbeitrag Angestellte  | 83,247.37           | 87,229.71           |
| 667500 DZ Angestellte  | 8,682.57            | 7,492.40            |
| 667501 DZ Angestellte  | 8,324.80            | 8,722.85            |
|  | <u>1,195,871.12</u> | <u>1,267,709.31</u> |
|  | <u>6,392,393.36</u> | <u>6,551,735.18</u> |

#### 5. Depreciation, amortization and write-offs

##### a) Of intangible assets and tangible fixed assets

|   |           |           |
|---|-----------|-----------|
| 701001 planm. Abschreibung immater. Vermögensg. | 2,216.40  | 986.40    |
| 703001 planm. Abschreibung EDV-Anlagen          | 8,063.23  | 25,178.96 |
| 704001 planm. Abschreibung Maschinen            | 5,213.52  | 5,213.52  |
| 705001 planm. Abschr. Betriebs- u. Gesch.ausst. | 55,689.12 | 61,752.30 |
| 705500 planm. Abschreibung geringw. WG          | 0.00      | 260.00    |

# JAGUAR LAND ROVER AUSTRIA GMBH

## SALZBURG

### GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM

VOM APRIL 1, 2021 BIS MARCH 31, 2022

|  | 2021/2022<br>EUR | 2020/2021<br>EUR |
|--|------------------|------------------|
| 705501 planm. Abschreibung GWG                           | 3,657.70         | 3,752.54         |
|  | 74,839.97        | 97,143.72        |
| 6. Other operating expenses                              |                  |                  |
| a) Taxes, as far as they are not on income or on revenue |                  |                  |
| 715500 Kammerumlage                                      | 111,312.89       | 97,207.49        |
| 716001 Fremdenverkehrsabgabe                             | 3,155.82         | 2,385.40         |
| 718301 Altfahrzeugverordnung                             | 6,000.00         | 6,000.00         |
| 719000 Steuern sonstige                                  | 0.00             | 3,372.78         |
| 719001 Steuern & Abgaben Sonstige                        | 7,017.00         | 16,372.80        |
| 719500 Normverbrauchsabgabe                              | 179,247.42       | 13,066.51        |
| 719501 Normverbrauchsabgabe                              | 514,816.90       | 101,238.46       |
|  | 821,550.03       | 239,643.44       |
| b) Other   |                  |                  |
| other operating expense                                  |                  |                  |
| 489500 KFZ-Schaden Versicherungsfall                     | 82,398.50        | 0.00             |
| 489501 KFZ-Schaden Versicherungsfall                     | 53,970.65        | 0.00             |
| 495100 Centausgleich                                     | 129.13           | 43.04            |
| 495101 Centausgleich                                     | -0.58            | 27.94            |
| 615001 Geschäftsführerentschädigung                      | 481,032.08       | 415,327.39       |
| 690001 Personalinseate                                   | 25,920.00        | 15,570.00        |
| 715001 Rundfunkgebühr                                    | 83.75            | 81.84            |
| 716000 Fremdenverkehrsabgabe                             | 2,100.00         | 0.00             |
| 720001 Reinigungen durch Dritte                          | 24,519.50        | 20,501.48        |
| 721001 Instandhaltung Gebäude                            | 17,677.88        | 0.00             |
| 723001 Instandhaltung BGA                                | 9,453.50         | 0.00             |
| 726000 PKW-Aufwand Fleet / Rep.&Wartung                  | 0.00             | 41,162.33        |
| 726001 PKW-Aufwand Fleet / Rep. & Wartung                | 0.00             | 163,114.13       |
| 726100 PKW-Aufwand Fleet / Versicherung                  | 65,412.78        | 32,869.24        |
| 726101 PKW-Aufwand Fleet / Versicherung                  | 101,861.59       | 106,530.42       |
| 726200 PKW-Aufwand Fleet / Treibstoff                    | 0.00             | 135.00           |
| 726201 PKW-Aufwand Fleet / Treibstoff                    | 9,546.26         | 1,377.54         |
| 726301 PKW-Aufwand Fleet / An-/Abmeldung & Vignetten     | 1,137.60         | 6,366.50         |
| 728000 PKW Aufw. Training/ Rep. und Wartung              | 946.41           | 1,370.47         |
| 728001 PKW Aufw. Training/ Rep. und Wartung              | 6,184.35         | 5,435.51         |
| 728100 PKW Aufw. Training/ Versicherung                  | -232.00          | 2,196.59         |
| 728101 PKW Aufw. Training/ Versicherung                  | 7,093.82         | 8,353.86         |
| 731001 Diäten Inland alle Abteilungen                    | 15,533.15        | 12,137.19        |
| 732001 Diäten Ausland alle Abteilungen                   | 10,808.05        | 7,418.35         |



**JAGUAR LAND ROVER AUSTRIA GMBH****SALZBURG****GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM****VOM APRIL 1, 2021 BIS MARCH 31, 2022**

|  | 2021/2022<br>EUR | 2020/2021<br>EUR |
|--|------------------|------------------|
| 733001 Reisek. Inland alle Abteilungen                 | 24,634.29        | 17,090.40        |
| 734001 Reisek. Ausland alle Abteilungen                | 17,224.87        | 4,857.56         |
| 735001 Leasing EDV Hardware                            | 49,696.68        | 54,105.19        |
| 735101 Instandhaltung EDV Hardware                     | 2,627.70         | 860.00           |
| 735201 IT Aufw.Allg.                                   | 49,553.17        | 25,664.70        |
| 735301 Softwaresupport Diverse                         | 3,020.58         | 0.00             |
| 735500 IT Aufwand Händler Extranet                     | 160.97           | 0.00             |
| 735701 CS System & Software transferable               | 620,176.36       | 555,032.93       |
| 735711 CS System & Software transferable - Real Garant | 405,474.11       | 0.00             |
| 735750 CS system & software non transferable           | 0.00             | 4,212.28         |
| 735751 CS Systems & Agency fees                        | 154,536.00       | 182,156.69       |
| 736000 IT Navision Aufw. Allgemein                     | 11,836.53        | 0.00             |
| 736001 IT Navision Aufw. Allgemein                     | 76,001.89        | 91,811.00        |
| 738000 Telefon und Telefax                             | 30,417.46        | 39,720.36        |
| 738001 Telefon und Telefax                             | 16,886.29        | 1,571.28         |
| 739000 Porto & sonst. Postgebühren                     | 186.38           | 0.00             |
| 739001 Porto & sonst. Postgebühren                     | 11,526.91        | 10,993.97        |
| 739501 Miete & Wartung v. Telefon- & Büroanl.          | 18,160.41        | 27,915.68        |
| 740001 Miete Parkplätze und Betriebskosten             | 42,028.57        | 75,767.41        |
| 740101 Miete Büro Siezenheimerstrasse                  | 141,552.00       | 154,901.27       |
| 751501 Purchased services employees                    | 38,035.38        | 43,319.28        |
| 751510 Purchased Service Systems                       | 0.00             | 84.12            |
| 751511 Purchased Service Systems                       | 76,950.41        | 144,372.05       |
| 753000 W.V. Mitarb. JLR Graz Magna                     | 39,119.80        | 44,886.93        |
| 760000 Büromaterial                                    | 54.99            | 0.00             |
| 760001 Büromaterial                                    | 10,000.83        | 3,986.08         |
| 760501 Drucksorten                                     | 4,427.50         | 0.00             |
| 761500 Training & Schulungen                           | 0.00             | 1,833.99         |
| 761501 Training - Allgemein                            | 155,265.93       | 393,033.42       |
| 761511 Training - Übersetzung                          | 83,059.00        | 0.00             |
| 761521 Training - Verpflegung                          | 19,460.22        | 0.00             |
| 761531 Training - Druckerei                            | 8,608.58         | 0.00             |
| 761551 Miete Trainingsakademie                         | 168,328.30       | 156,854.25       |
| 761901 Tagungen Diverse                                | 0.00             | 3,305.21         |
| 762000 Advertising - Production                        | 1,566.00         | 32,579.53        |
| 762001 Advertising - Production                        | 456,790.52       | 86,947.86        |
| 762100 Advertising - Media                             | 287,424.85       | 857,612.62       |
| 762101 Advertising - Media                             | 572,127.04       | 1,236,563.16     |
| 762110 FME Boni und Gutschriften                       | -12,745.54       | -13,772.32       |
| 762111 FME Boni und Gutschriften                       | -51,021.79       | -10,416.00       |
| 762120 Advertising - Social Media                      | 0.00             | 55,179.07        |

**JAGUAR LAND ROVER AUSTRIA GMBH****SALZBURG****GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM****VOM APRIL 1, 2021 BIS MARCH 31, 2022**

|  | 2021/2022<br>EUR | 2020/2021<br>EUR |
|--|------------------|------------------|
| 762121 Advertising - Social Media          | 121,993.06       | 152,155.40       |
| 762201 Advertising - Dealer Support        | 5,766.09         | 0.00             |
| 762500 Advertising - Other/Agency          | 374,846.30       | 421,954.54       |
| 762501 Advertising - Other/Agency          | 87,847.33        | 103,122.42       |
| 762550 Translation                         | 0.00             | 4,000.00         |
| 762551 Translation                         | 3,940.20         | 11,209.37        |
| 763000 Sales Promotion - Literature        | 11,113.50        | 15,544.83        |
| 763001 Sales Promotion - Literature        | 0.00             | 43,283.08        |
| 763100 Sales Promotion - P.O.S.            | 10,528.00        | 723.94           |
| 763101 Sales Promotion - P.O.S.            | 30,199.45        | 42,573.38        |
| 763200 Sales Promo.- Customer Mag.         | 13,945.00        | -1,121.12        |
| 763201 Sales Promo.- Customer Mag.         | 0.00             | 10,284.54        |
| 763400 Werbelager                          | 819.00           | 0.00             |
| 763401 Werbelager                          | 36,181.40        | 30,519.05        |
| 764200 Exhib/Events - New car launch       | 0.00             | -89,388.50       |
| 764300 Exhib/Events - Sponsoring           | 78,399.00        | 0.00             |
| 764301 Exhib/Events - Sponsoring           | 113,084.93       | 151,234.00       |
| 764500 Exhib/Events-Brand Activ.           | 16,864.18        | 82,232.56        |
| 764501 Exhib/Events - Brand Activ.         | 0.00             | 18,162.26        |
| 764701 Exhib/Events - Dealer Meet.         | 0.00             | 1,800.00         |
| 764750 Marketing Coop Fund                 | 120,260.72       | 119,623.84       |
| 764751 Marketing Coop Fund                 | 588,786.63       | 526,664.42       |
| 765000 CRM/E-Marketing - Fees              | 22,502.71        | 179,295.12       |
| 765001 CRM/E-Marketing - Fees              | 213,996.64       | 230,994.03       |
| 765701 CRM/E-Marketing - Internet          | 0.00             | -66,738.40       |
| 767110 PR - Informationsmaterial           | 0.00             | 4,900.00         |
| 767111 PR - Informationsmaterial           | 6,455.31         | 197.50           |
| 767120 PR - Medienbeobachtung              | 0.00             | 3,600.00         |
| 767121 PR - Medienbeobachtung              | 5,000.00         | 5,000.00         |
| 767131 PR - Events UK International        | 81,546.20        | 7,573.14         |
| 767140 PR - Events A local                 | 0.00             | 27,776.86        |
| 767141 PR - Events A local                 | 3,964.88         | 26,403.11        |
| 767150 PR - Agencies & Freelance           | 29,557.30        | 1,950.00         |
| 767151 PR - Agencies & Freelance           | 28,560.00        | 46,828.84        |
| 767160 PR - Brand Clubs                    | 345.00           | 1,090.00         |
| 767180 PR - Kooperation & Productplacement | 7,890.00         | 1,900.00         |
| 767181 PR - Kooperation & Productplacement | 7,594.42         | 12,465.34        |
| 767190 PR - Testspesen                     | 2,046.53         | 5,437.35         |
| 767191 PR - Testspesen                     | 18,465.64        | 11,523.63        |
| 767200 PR - Fleet Wartungskosten           | 8,791.90         | 6,912.45         |
| 767201 PR - Fleet Wartung & Div.           | 14,396.79        | 29,323.44        |

**JAGUAR LAND ROVER AUSTRIA GMBH****SALZBURG****GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM****VOM APRIL 1, 2021 BIS MARCH 31, 2022**

|   | 2021/2022<br>EUR | 2020/2021<br>EUR |
|---|------------------|------------------|
| 767210 PR - Fleet Transportkosten                         | 1,803.76         | 8,898.50         |
| 767211 PR - Fleet Transportkosten                         | 0.00             | 10,758.77        |
| 767230 PR - Fachliteratur                                 | 124.00           | 0.00             |
| 767231 PR - Fachliteratur                                 | 2,007.70         | 3,757.86         |
| 767300 CS Retailer Empowerment                            | 1,098.14         | 5,017.28         |
| 767301 CS Retailer Empowerment                            | 7,631.19         | 17,805.92        |
| 767310 CS Merchandising FM                                | 0.00             | 43.57            |
| 767400 CS Marketing                                       | 0.00             | 952.98           |
| 767401 CS Marketing                                       | 176,656.20       | 166,797.79       |
| 767411 CS Translation                                     | 21,479.00        | 7,765.00         |
| 767421 CS Selling Costs - Allgemein                       | 130,140.21       | 313,302.75       |
| 767431 CS Selling Costs - Purchased Service               | 126,094.49       | 0.00             |
| 767441 CS Selling Costs - system & software non transfera | 198,185.00       | 0.00             |
| 767450 Castrol Marketing Fund                             | 261.00           | 0.00             |
| 767451 Castrol Marketing Fund                             | 0.00             | 18,958.34        |
| 767500 Fleet Marketing                                    | 3,223.71         | 47,822.03        |
| 767501 Fleet Marketing                                    | 35,998.00        | 68,578.10        |
| 767600 Used Car Marketing                                 | 0.00             | 4,332.00         |
| 767601 Used Car Marketing                                 | 32,930.91        | 35,572.23        |
| 767670 Dealer Network Support                             | 0.00             | 140.00           |
| 767671 Dealer Network Support                             | 60,764.69        | 85,013.60        |
| 767901 Retail Marketing                                   | 0.00             | 16,674.93        |
| 769001 Spenden und Trinkgelder                            | 100.00           | 100.00           |
| 769101 Repräsentationsaufwand 10 % USt.                   | 1,583.76         | 401.08           |
| 769201 Repräsentationsaufwand 20 % USt.                   | 0.22             | 0.00             |
| 774701 Steuerber. und Lohnverr.                           | 52,831.71        | 69,724.75        |
| 775000 Rechtsberatungs- & Notarkosten                     | 3,412.50         | -29,671.98       |
| 775001 Rechtsberatungs- & Notarkosten                     | 91,882.14        | 90,878.04        |
| 776101 Prüfungsaufwand Wirtschaftsprüfer                  | 46,550.00        | 57,715.51        |
| 776500 Beratungsaufwand sonstiger                         | 0.00             | 4,005.00         |
| 776501 Beratungsaufwand sonstiger                         | 1,235.00         | 1,015.20         |
| 778100 Beiträge an freiwillige Berufsvertretung           | 1,500.00         | 900.00           |
| 778101 Beiträge an freiwillige Berufsvertretung           | 2,040.00         | 1,690.00         |
| 778701 Kreditkartengebühren & Spesen                      | 0.00             | 50.00            |
| 779000 Bankspesen   | 5,288.32         | 6,251.55         |
| 779001 Bankspesen   | 4,777.25         | 3,442.41         |
| 782701 Buchwerte ausg. Sachanlagen (Verluste)             | 124,539.53       | 0.00             |
| 785000 Sonstiger betrieblicher Aufwand                    | 0.00             | 228.44           |
| 785001 Sonstiger betrieblicher Aufwand                    | 62,383.66        | 681.33           |

**JAGUAR LAND ROVER AUSTRIA GMBH**

**SALZBURG**

**GEWINN- UND VERLUSTRECHNUNG FÜR DEN ZEITRAUM**

**VOM APRIL 1, 2021 BIS MARCH 31, 2022**

|  | 2021/2022<br>EUR     | 2020/2021<br>EUR    |
|--|----------------------|---------------------|
| 786001 Fremdwährungskursverluste                                 | 187.13               | 0.00                |
|  | 7,711,126.94         | 8,323,662.19        |
|  | 8,532,676.97         | 8,563,305.63        |
| <b>7.Subtotal no. 1 to 6 (Operating result)</b>                  | <b>1,865,155.58</b>  | <b>1,789,261.34</b> |
| 8.Other interest and similar income                              |                      |                     |
| 806001 Zinserträge aus Bankguthaben                              | 0.00                 | 70.46               |
| 809001 Zinserträge Land Rover UK 2159                            | 13,783.13            | 15,343.04           |
|  | 13,783.13            | 15,413.50           |
| <i>thereof from affiliated companies</i>                         |                      |                     |
| <i>809001 Zinserträge Land Rover UK 2159</i>                     | <i>13,783.13</i>     | <i>15,343.04</i>    |
| <b>9.Subtotal no. 8 to 8 (Financial result)</b>                  | <b>13,783.13</b>     | <b>15,413.50</b>    |
| <b>10.Profit before taxes (Total no. 7 and no. 9)</b>            | <b>1,878,938.71</b>  | <b>1,804,674.84</b> |
| 11.Taxes on income   |                      |                     |
| 852000 Körperschaftsteuer  | 504,357.51           | 447,946.00          |
| 852001 Latente Steuer  | -11,206.25           | 3,272.40            |
| 853000 Körperschaftsteuer Vorjahre                               | 31,644.59            | 0.00                |
|  | 524,795.85           | 451,218.40          |
| <b>12.Profit after taxes</b>                                     | <b>1,354,142.86</b>  | <b>1,353,456.44</b> |
| <b>13.Net income for the year</b>                                | <b>1,354,142.86</b>  | <b>1,353,456.44</b> |
| 14.Prior period unappropriated retained earnings brought forward |                      |                     |
| 939200 Gewinnvortrag   | 9,678,204.86         | 8,324,748.42        |
| <b>15.Unappropriated retained earnings</b>                       | <b>11,032,347.72</b> | <b>9,678,204.86</b> |

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

Recommended for use by the Board of the Chamber of Tax Advisers and Auditors, last recommended in its decision of April 18, 2018

## Preamble and General Items

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

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

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

## SECTION I

### 1. Scope and Execution of Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Safeguarding of Independence

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

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

#### 4. Reporting Requirements

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

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

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

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

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

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

#### 5. Protection of Intellectual Property of the Contractor

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

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

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

#### 6. Correction of Errors

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

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

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

#### 7. Liability

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

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

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

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

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

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

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

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

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

#### 8. Secrecy, Data Protection

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

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

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

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

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

#### 9. Withdrawal and Cancellation („Termination“)

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

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

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

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

(5) Should it happen that in case of a continuing agreement more than two similar assignments which are usually completed only once a year (e.g. financial statements, annual tax returns, etc.) are to be completed, any 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 1<sup>st</sup> and 2<sup>nd</sup> Sentence UGB shall apply.

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

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

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

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

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

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

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

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

### 13. Other Provisions

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

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

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

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

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

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

### 14. Applicable Law, Place of Performance, Jurisdiction

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

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

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



## SECTION II

### 15. Supplementary Provisions for Consumer Transactions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) Contracts on Recurring Services:

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

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

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

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



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.

**Jaguar Land Rover Austria GmbH,  
Salzburg, Austria**

Translation of the local  
Report on the Audit of the Financial  
Statements for the year ended  
31 March 2022

20 May 2022

KPMG Austria GmbH  
Wirtschaftsprüfungs- und Steuerberatungsgesellschaft  
10207191

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To the Management of  
Jaguar Land Rover Austria GmbH,  
Salzburg, Austria

We have audited the financial statements for the year ended 31 March 2022 of

**Jaguar Land Rover Austria GmbH,**  
**Salzburg, Austria**  
(referred to as "the Company"),

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

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

By written resolution of the shareholders of Jaguar Land Rover Austria GmbH, Salzburg, Austria, dated 8 July 2021, we were elected as auditors for the financial year 2021/22. The Company, represented by the management concluded an **audit contract** with us to audit the financial statements of the Company as at 31 March 2022. Our audit also comprised the accounting system and the management report in accordance with Section 269 et seq UGB (Austrian Commercial Code).

The audited Company is a **large corporation** per Section 221 UGB.

As at 31 March 2022 the legal consequences of an **extra-large** corporation per Section 271a Paragraph 1 UGB are applied. As the thresholds as stipulated in Section 221 UGB in conjunction with Section 271a Paragraph 1 UGB were not met for the first time in the financial year 2020/21, the legal consequences of the change in size shall apply in accordance with Section 221 Paragraph 4 UGB, at the earliest, from financial year 2022/23.

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

The audit is a **statutory** audit.

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

Our audit was performed in accordance with the **legal requirements and Austrian Standards on Auditing**. These standards require that we comply with International Standards on Auditing – (ISAs). We would like to emphasize that the goal of the audit is to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement. Absolute assurance is not attainable due to the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system. There is an

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

unavoidable risk that even material misstatements may remain undetected. Areas which are generally covered in special engagements were not included in our scope of work.

We performed the audit in December 2021 (interim audit) as well as between April and May 2022 (final audit). The audit was substantially completed at the date of this report.

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

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

## **2. Breakdown and Description of Significant Financial Statement Items**

The breakdown and description of all significant financial statement items are included in the notes to the financial statements and the management report. We refer to the respective disclosures made by management in the notes and the management report.

### **3. Summary of Audit Findings**

#### **3.1. Compliance with Statutory Requirements of the Accounting System, Financial Statements and Management Report**

We obtain evidence that the **accounting system** is in compliance with statutory requirements.

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

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

#### **3.2. Explanations and Evidence**

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

#### **3.3. Reporting per Section 273 Paragraphs 2 and 3 UGB**

During our audit we did not note any facts which indicate that there could be substantial doubt about the Company's ability to continue as a going concern nor indicate a material deterioration of the Company's performance. Neither did we note any indications of non-compliance with Austrian law. We did not note any material weaknesses in the internal controls over the financial reporting process. The criteria for reorganization per Section 22 Paragraph 1 Subsection 1 URG (Austrian Corporate Restructuring Act) were not met.

## **4. Auditor's Report**

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

#### **Audit Opinion**

We have audited the financial statements of

**Jaguar Land Rover Austria GmbH,  
Salzburg, Austria,**

which comprise the Balance Sheet as at 31 March 2022, the Income Statement for the year then ended, and the Notes.

In our opinion, the financial statements comply with the legal requirements and present fairly, in all material respects, the financial position of the Company as at 31 March 2022 and its financial performance for the year then ended, in accordance with Austrian Generally Accepted Accounting Principles.

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

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

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

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

Management is also 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.



## **Auditor's Responsibilities**

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

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

Moreover:

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

## **Management Report**

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

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

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

## **Opinion**

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

## **Statement**

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

## **Engagement Partner**

The engagement partner is Mr Gerhard Wolf.

Vienna, 20 May 2022

KPMG Austria GmbH  
Wirtschaftsprüfungs- und Steuerberatungsgesellschaft

signed by:  
Gerhard Wolf  
Wirtschaftsprüfer  
(Austrian Chartered Accountant)

This document was signed with a qualified electronic signature and only this electronic version is valid. The financial statements, together with our auditor's opinion, may only be published if the financial statements and the management report are identical with the audited version attached to this report. Section 281 Paragraph 2 UGB (Austrian Commercial Code) applies.

**(Translation)**

Annex I

**Jaguar Land Rover Austria GmbH**

**Financial Statements**

**as per March 31, 2022**

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**Balance Sheet**

**Profit and Loss Account**

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**JAGUAR LAND ROVER AUSTRIA GMBH**  
**SALZBURG**  
**Balance Sheet MARCH 31, 2022**

| <b>ASSETS</b>  | <b>2022-03-31<br/>EUR</b>   | <b>2021-03-31<br/>EUR</b>   | <b>SHAREHOLDER'S EQUITY AND<br/>LIABILITIES</b>                | <b>2022-03-31<br/>EUR</b>       | <b>2021-03-31<br/>EUR</b>       |
|--|-----------------------------|-----------------------------|--|---------------------------------|---------------------------------|
| <b>A. Fixed assets</b>   |                             |                             | <b>A. Shareholder's equity</b>                                 |                                 |                                 |
| I. Intangible assets   |                             |                             | I. Stated Capital called and paid in<br><i>Nominal capital</i> | 145,000.00<br><i>145,000.00</i> | 145,000.00<br><i>145,000.00</i> |
| 1. Software  | 6,987.16                    | 20,273.56                   | II. Capital reserves   |                                 |                                 |
| II. Tangible assets  |                             |                             | 1. not appropriated  | 87,564.16                       | 87,564.16                       |
| 1. Buildings on land owned by third parties                    | 242,818.05                  | 104,586.46                  | III. Earnings reserves   |                                 |                                 |
| 2. Technical equipment   | 104,050.64                  | 108,491.37                  | 1. Statutory reserves  | 14,500.00                       | 14,500.00                       |
| 3. Other equipment, furniture and fixtures                     | 78,615.32                   | 133,414.45                  | IV. Unappropriated retained earnings                           | 11,032,347.72                   | 9,678,204.86                    |
|  | <u>425,484.01</u>           | <u>346,492.28</u>           | <i>thereof prior period unappropriated retained earnings</i>   | <u>9,678,204.86</u>             | <u>8,324,748.42</u>             |
|  | 432,471.17                  | 366,765.84                  |  | 11,279,411.88                   | 9,925,269.02                    |
| <b>B. Current assets</b>                                       |                             |                             | <b>B. Provisions</b>   |                                 |                                 |
| I. Inventories   |                             |                             | 1. Accruals for severance payments                             | 590,000.00                      | 544,000.00                      |
| 1. Goods for resale  | 15,637,546.24               | 21,747,247.16               | 2. Provisions for taxation                                     | 931,046.99                      | 635,044.89                      |
| II. Receivables and other assets                               |                             |                             | 3. Other provisions  | <u>7,788,710.70</u>             | <u>10,132,942.42</u>            |
| 1. Accounts receivable - Trade                                 | 2,842,737.04                | 4,583,178.88                |  | 9,309,757.69                    | 11,311,987.31                   |
| <i>thereof with a remaining maturity of more than one year</i> | <i>0.00</i>                 | <i>0.00</i>                 | <b>C. Liabilities</b>  |                                 |                                 |
| 2. Accounts receivable - Affiliated companies                  | 35,744,747.21               | 43,843,239.12               | 1. Accounts payable - Trade                                    | 3,627,157.52                    | 2,447,770.07                    |
| <i>thereof with a remaining maturity of more than one year</i> | <i>0.00</i>                 | <i>0.00</i>                 | <i>thereof with a remaining maturity of up to one year</i>     | <i>3,627,157.52</i>             | <i>2,447,770.07</i>             |
| 3. Other receivables and assets                                | 37,144.99                   | 23,393.01                   | 2. Accounts payable - Affiliated companies                     | 31,570,646.10                   | 33,714,818.70                   |
| <i>thereof with a remaining maturity of more than one year</i> | <i>0.00</i>                 | <i>0.00</i>                 | <i>thereof with a remaining maturity of up to one year</i>     | <i>31,570,646.10</i>            | <i>33,714,818.70</i>            |
|  | <u>38,624,629.24</u>        | <u>48,449,811.01</u>        | 3. Other liabilities   | 7,128,477.03                    | 13,591,571.83                   |
| III. Bank balances   | 8,972,629.71                | 1,031,692.80                | <i>thereof taxes</i>   | <i>4,117,232.67</i>             | <i>5,049,201.33</i>             |
|  | <u>63,234,805.19</u>        | <u>71,228,750.97</u>        | <i>thereof social security</i>                                 | <i>112,360.94</i>               | <i>120,734.25</i>               |
|  |                             |                             | <i>thereof with a remaining maturity of up to one year</i>     | <i>6,975,477.03</i>             | <i>13,438,571.83</i>            |
| <b>C. Prepaid expenses and accrued income</b>                  | 109,103.99                  | 218,980.00                  | <i>thereof with a remaining maturity of more than one year</i> | <u>153,000.00</u>               | <u>153,000.00</u>               |
|  |                             |                             |  | 42,326,280.65                   | 49,754,160.60                   |
| <b>D. Deferred tax assets</b>                                  | 147,151.42                  | 135,945.17                  | <i>thereof with a remaining maturity of up to one year</i>     | <i>42,173,280.65</i>            | <i>49,601,160.60</i>            |
|  |                             |                             | <i>thereof with a remaining maturity of more than one year</i> | <i>153,000.00</i>               | <i>153,000.00</i>               |
| <b>Total assets</b>  | <u><b>63,923,531.77</b></u> | <u><b>71,950,441.98</b></u> | <b>D. Deferred income</b>                                      | 1,008,081.55                    | 959,025.05                      |
|  |                             |                             | <b>Total shareholder's equity and liabilities</b>              | <u><b>63,923,531.77</b></u>     | <u><b>71,950,441.98</b></u>     |

# JAGUAR LAND ROVER AUSTRIA GMBH

## SALZBURG

### Income Statement for the financial year 2021/22

|   | 2021/2022<br>EUR     | 2020/2021<br>EUR    |
|---|----------------------|---------------------|
| 1. Net sales  | 179,809,879.97       | 173,246,122.20      |
| 2. Other operating income   |                      |                     |
| a) Income from disposal of fixed assets   | 44,650.00            | 0.00                |
| b) Income from release of provisions  | 362,006.14           | 92,438.47           |
| c) Other  | 123,338.76           | 163,101.92          |
|   | 529,994.90           | 255,540.39          |
| 3. Cost of materials and other purchased services   |                      |                     |
| a) Cost of materials  | 163,474,808.99       | 156,500,216.72      |
| 4. Personnel expenses   |                      |                     |
| a) Salaries   | 4,522,340.71         | 4,874,777.63        |
| b) Short time work allowance  | 0.00                 | -463,748.23         |
| c) Social security costs  | 1,870,052.65         | 2,140,705.78        |
| <i>thereof expenses for pensions</i>  | <i>108,060.18</i>    | <i>112,833.03</i>   |
| aa) thereof expenses for severance payments and contributions to staff provision funds                | 154,828.49           | 269,755.99          |
| bb) thereof expenses for statutory social security, payroll-related taxes and mandatory contributions | 1,195,871.12         | 1,267,709.31        |
|   | 6,392,393.36         | 6,551,735.18        |
| 5. Amortisation and depreciation  |                      |                     |
| a) Of intangible assets and tangible fixed assets   | 74,839.97            | 97,143.72           |
| 6. Other operating expenses   |                      |                     |
| a) Taxes, as far as they are not on income or on revenue  | 821,550.03           | 239,643.44          |
| b) Other  | 7,711,126.94         | 8,323,662.19        |
|   | 8,532,676.97         | 8,563,305.63        |
| 7. <b>Subtotal no. 1 to 6 (Operating result)</b>  | <b>1,865,155.58</b>  | <b>1,789,261.34</b> |
| 8. Other interest and similar income  | 13,783.13            | 15,413.50           |
| <i>thereof from affiliated companies</i>  | <i>13,783.13</i>     | <i>15,343.04</i>    |
| 9. <b>Subtotal no. 8 to 8 (Financial result)</b>  | <b>13,783.13</b>     | <b>15,413.50</b>    |
| 10. <b>Profit before taxes (Total no. 7 and no. 9)</b>  | <b>1,878,938.71</b>  | <b>1,804,674.84</b> |
| 11. Taxes on income   | 524,795.85           | 451,218.40          |
| <i>thereof deferred taxes</i>   | <i>-11,206.25</i>    | <i>3,272.40</i>     |
| 12. <b>Profit after taxes</b>   | <b>1,354,142.86</b>  | <b>1,353,456.44</b> |
| 13. <b>Net income for the year</b>  | <b>1,354,142.86</b>  | <b>1,353,456.44</b> |
| 14. Profit carried forward from the previous year   | 9,678,204.86         | 8,324,748.42        |
| 15. <b>Balance sheet profit</b>   | <b>11,032,347.72</b> | <b>9,678,204.86</b> |

### 1. General principles

The financial statements as of March 31, 2022 have been prepared in accordance with the financial reporting requirements of the Austrian Commercial Code (UGB) as amended.

### 2. Accounting and valuation methods

The financial statements, prepared under Austrian generally accepted accounting principles, present a true and fair view of the assets and liabilities, the financial situation of the company, as well as of the results of its operations for the year then ended.

The principle of completeness was observed in preparing the financial statements. With regard to the valuation, the company's ability to continue as a going concern was assumed.

Accounting and valuation methods are based on generally accepted accounting principles. Section 201 (2) UGB was adhered to, as were the provisions on classification and valuation of balance sheet and income statement items under sections 195 to 211 and 222 to 235 UGB.

Purchased intangible and tangible assets are valued at acquisition or production cost less scheduled straight-line amortization charged according to the estimated useful life ranging from 3 to 15 years of the assets.

Merchandise is measured at acquisition cost taking into account the strict lower-of-cost-or-market principle.

Cars and spare parts are measured using the specific identification method.

Receivables resulting from the sale of cars are settled by two financing institutions one to two days after invoicing.

Provisions are recognized taking into account all identifiable risks and potential losses based on reasonable judgment.

The provisions for severance and anniversary payments were calculated in accordance with UGB on the basis of actuarial principles.

|  | 2021/2022     | 2020/2021     |
|--|---------------|---------------|
| Net discount rate severance payments   | 0.00%         | 1.51%         |
| Net discount rate anniversary payments | 0.00%         | 1.51%         |
| Retirement age for female employees    | 60 - 65 years | 60 - 65 years |
| Retirement age for male employees      | 65 years      | 65 years      |

The selected net method of calculation, taking into account future salary increases and employee structure, adequately provides for the requirement under section 211 par. 1 UGB. This is also valid for the provision for anniversary payments.



Liabilities were stated at the settlement amount.

Receivables and liabilities denominated in foreign currencies were measured at an average cross rate at the date of transaction. Foreign exchange losses were recognized at the end of the year by valuating the respective amounts at the bid or ask rate as of the reporting date.

### 3. Comments on balance sheet items

#### 3.1. Fixed assets

The movements in fixed assets are included in the Appendix I to the notes.

#### 3.2. Current assets

##### 3.2.1. Receivables and other assets

As of the reporting date, all receivables have a maturity of less than one year.

Receivables due from affiliated companies include:

|                         | 2022-03-31           | 2021-03-31           |
|-------------------------|----------------------|----------------------|
|                         | EUR                  | EUR                  |
| 1. Accounts receivables | 1,138,445.08         | 1,203,710.47         |
| 2. Other receivables    | 34,606,302.13        | 42,639,528.65        |
| <b>Total</b>            | <b>35,744,747.21</b> | <b>43,843,239.12</b> |

Other receivables consist of short-term intra group cash pool receivables.

Other receivables and assets amount to EUR 37,144.99 (previous year: EUR 23,393.01). Other receivables don't include any income, for which payment will be received after the reporting date.

The item "other receivables and assets" includes the following:

|                                   | 2022-03-31       | 2021-03-31       |
|-----------------------------------|------------------|------------------|
|                                   | EUR              | EUR              |
| 1. Suppliers with a debit balance | 24,944.99        | 9,193.01         |
| 2. Miscellaneous                  | 12,200.00        | 14,200.00        |
| <b>Total</b>                      | <b>37,144.99</b> | <b>23,393.01</b> |

### 3.3. Prepayments and accrued income

|                           | 2022-03-31        | 2021-03-31        |
|---------------------------|-------------------|-------------------|
|                           | EUR               | EUR               |
| 1. Car insurance premiums | 94,203.99         | 170,000.00        |
| 2. Miscellaneous          | 14,900.00         | 48,980.00         |
| <b>Total</b>              | <b>109,103.99</b> | <b>218,980.00</b> |

### 3.4. Deferred tax assets

|  | 2022-03-31 | 2021-03-31 |
|--|------------|------------|
|  | EUR        | EUR        |
| Deferred tax assets according to section 198 par. 10 UGB | 147,151.42 | 135,945.17 |

### 3.5. Equity

The share capital amounts to EUR 145,000.00 (previous year: EUR 145,000.00) and is fully paid in.

The net profit includes the profit for the year of 1,354,142.86 (previous year: EUR 1,353,456.44).

The company is a large corporation pursuant to section 221 UGB.

### 3.6. Provisions

#### 3.6.1. Other provisions

The item "other provisions" includes the following:

Provisions for:

|                          | 2022-03-31          | 2021-03-31           |
|--------------------------|---------------------|----------------------|
|                          | EUR                 | EUR                  |
| employee benefits        | 1,275,000.00        | 1,821,000.00         |
| spare parts bonification | 1,511,760.00        | 714,842.85           |
| sale promotions          | 2,137,310.00        | 3,432,640.24         |
| dealer bonuses           | 1,633,665.70        | 1,832,824.73         |
| miscellaneous costs      | 1,230,975.00        | 2,331,634.60         |
| <b>Total</b>             | <b>7,788,710.70</b> | <b>10,132,942.42</b> |

The change of the discount rate from 1.51% to 0.00% (net) used in the calculation of the severance payments and from 1.51% to 0.00% (net) for anniversary payments did not have a material effect.

### **3.7. Accounts payable**

All liabilities reported in the financial statements, with the exception of other liabilities, have a maturity of less than one year. Other liabilities include security payments of EUR 153,000.00 (previous year: EUR 153,000.00) which have a maturity of more than one year.

Liabilities due to affiliated companies mainly relate to accounts payable.

## **4. Comments on income statement items**

The income statement was prepared using the aggregate cost method.

### **4.1. Breakdown of net sales**

| by activity  | 2021/2022<br>EUR             | 2020/2021<br>TEUR     |                              | 2021/2022<br>EUR            | 2020/2021<br>TEUR    |
|--------------|------------------------------|-----------------------|------------------------------|-----------------------------|----------------------|
| car sales    | 149,604,606.58               | 147,938               | thereof in foreign countries | 39,035,905.61               | 28,919               |
| spare parts  | 22,539,542.97                | 19,175                | thereof in foreign countries | 6,812,204.79                | 5,894                |
| after sales  | 3,906,233.45                 | 3,408                 | thereof in foreign countries | 1,230,733.06                | 1,002                |
| other        | 3,759,496.97                 | 2,725                 | thereof in foreign countries | 0.00                        | 138                  |
| <b>Total</b> | <b><u>179,809,879.97</u></b> | <b><u>173,246</u></b> | thereof in foreign countries | <b><u>47,078,843.46</u></b> | <b><u>35,953</u></b> |

### **4.2. Personnel expenses**

Expenses for severance payment obligations and contributions to severance funds of include:

|  | 2021/2022<br>EUR         | 2020/2021<br>EUR         |
|--|--------------------------|--------------------------|
| Expenses for severance payment obligations           | 92,213.96                | 24,000.00                |
| Expenses related to contributions to severance funds | 62,614.53                | 65,755.99                |
| Expenses for voluntary severance payment obligation  | 0.00                     | 180,000.00               |
| <b>Total</b>   | <b><u>154,828.49</u></b> | <b><u>269,755.99</u></b> |

Salaries include expenses for anniversary bonuses of EUR 17,000.00 (previous year: EUR 68,000.00).

#### 4.3. Corporate income tax

Corporate income tax expense is calculated based on the tax result and can be splitted as follows:

|                          | 2021/2022                | 2020/2021                |
|--------------------------|--------------------------|--------------------------|
|                          | EUR                      | EUR                      |
| Income tax               | 504,357.51               | 447,946.00               |
| Income tax previous year | 31,644.59                | 0.00                     |
| Defferred tax            | -11,206.25               | 3,272.40                 |
| <b>Total</b>             | <b><u>524,795.85</u></b> | <b><u>451,218.40</u></b> |

#### 4.4. Deferred tax assets

Deferred taxes were recognized in accordance with section 198 par. 9 UGB. The differences between the carrying amounts in the balance sheet and their tax bases are as follows:

|   | Statutory books            | Tax books                | Differences              |
|---|----------------------------|--------------------------|--------------------------|
|   | EUR                        | EUR                      | EUR                      |
| Severance payments                            | 0.00                       | 0.00                     | 0.00                     |
| Provision for severance payment obligations   | 590,000.00                 | 233,190.94               | 356,809.06               |
| Provision for anniversary payment obligations | 489,000.00                 | 206,020.25               | 282,979.75               |
| <b>Total</b>                                  | <b><u>1,079,000.00</u></b> | <b><u>439,211.19</u></b> | <b><u>639,788.81</u></b> |

Deferred taxes were recognized in the amount of EUR 147,151 (previous year: EUR 135,945). Deferred tax liabilities stated at a tax rate of 23 % (prior year: 25 %).

#### 5. Group relations

The company is a 100% owned subsidiary of Jaguar Land Rover Limited, Coventry, Great Britain and thus is related to its shareholders and its affiliated companies as a group company.

Tata Motors Ltd., Mumbai, India, prepares the consolidated financial statements for the largest group of companies. These consolidated financial statements are deposited at the premises of the company.

Jaguar Land Rover Limited, prepares the consolidated financial statements for the smallest group of companies.

Receivables and liabilities to and from these companies, but also due to and from other group entities are presented as receivables to and liabilities from affiliated companies in accordance with section 189a subpar. 8 UGB.

**6. Other disclosures**

**6.1. Contingencies**

As in the previous year, the company did not assume any contingent liabilities for its dealers in fiscal year 2021/22.

**6.2. Expenses for the auditor**

The expenses for the audit in the amount of EUR 55,200.00 (previous year: EUR 60,000.00) are recognized in the provisions in the amount of EUR 35,600.00 (previous year: EUR 40,800.00), EUR 19,600.00 have already been paid as a deposit.

**7. Statutory disclosures on employees**

The average number of employees in the fiscal year was: 65 (previous year: 68).

**8. Other financial obligations**

|                        | following year<br>EUR | previous year<br>EUR | for the next<br>five years<br>EUR | previous year<br>EUR |
|------------------------|-----------------------|----------------------|-----------------------------------|----------------------|
| Continuing obligations | 175,960.60            | 280,936              | 996,787.72                        | 1,051,731            |

**9. Composition of the management board**

Composition of the management board in the fiscal year 2021/2022:

*Dkfm. Felix J. Wannemacher since 21 April 2020*

With regard to the disclosure of remuneration received by the managing director, the protection-of-interest clause pursuant to section 242 (4) UGB was applied.

**10. Proposed appropriation of retained earnings**

The company intends to distribute a dividend in the amount of EUR 0.00 (previous year: EUR 0.00) and carry forward the balance sheet profit of the year 2021/22 amounting to EUR 1,354,142.86.

**11. Amount subject to a dividend distribution restriction**

According to Section 235 UGB, unappropriated retained earnings amounting to EUR 59,587.26 (previous year: EUR 48,381.01) are not available for distribution.

**12. Subsequent events**

No material events occurred after the balance sheet date.

Signed by the management board pursuant to section 194 UGB:

Salzburg, on 18 May 2022

**Jaguar Land Rover Austria GmbH**

The management

Dkfm. Felix J. Wannemacher

## Schedule of Fixed Assets for the Year 2021/2022

|                       |                                | costs        |            |            |            | accumulated depreciation and amortization |            |               |           |            | carrying amount |                |                |
|-----------------------|--------------------------------|--------------|------------|------------|------------|---|------------|---------------|-----------|------------|-----------------|----------------|----------------|
|                       |                                | Balance on   | Additions  | Disposals  | Repostings | Balance on                                | Status     | Depreciations | Write-ups | Disposals  | Status          | Carrying value | Carrying value |
|                       |                                | 2021-04-01   |            |            |            | 2022-03-31                                | 2021-04-01 | 2021/2022     |           |            | 2022-03-31      | 2021-04-01     | 2022-03-31     |
|                       |                                | EUR          | EUR        | EUR        | EUR        | EUR                                       | EUR        | EUR           | EUR       | EUR        | EUR             | EUR            |                |
| A. Fixed assets       |                                |              |            |            |            |   |            |               |           |            |                 |                |                |
| I. Intangible assets  |                                |              |            |            |            |   |            |               |           |            |                 |                |                |
| 1.                    | Software                       | 156,376.83   | 0.00       | 12,300.00  | 0.00       | 144,076.83                                | 136,103.27 | 2,216.40      | 0.00      | 1,230.00   | 137,089.67      | 20,273.56      | 6,987.16       |
| II. Tangible assets   |                                |              |            |            |            |   |            |               |           |            |                 |                |                |
| 1.                    | Buildings on leasehold land    | 205,986.53   | 245,811.18 | 205,379.53 | 0.00       | 246,418.18                                | 101,400.07 | 16,671.23     | 0.00      | 114,471.17 | 3,600.13        | 104,586.46     | 242,818.05     |
| 2.                    | Technical equipment            | 348,910.91   | 15,615.95  | 10,467.95  | 0.00       | 354,058.91                                | 240,419.54 | 20,056.65     | 0.00      | 10,467.92  | 250,008.27      | 108,491.37     | 104,050.64     |
| 3.                    | Factory and office equipment * | 438,512.37   | 3,657.70   | 140,096.08 | 0.00       | 302,073.99                                | 305,097.92 | 35,895.69     | 0.00      | 117,534.94 | 223,458.67      | 133,414.45     | 78,615.32      |
|                       |                                | 993,409.81   | 265,084.83 | 355,943.56 | 0.00       | 902,551.08                                | 646,917.53 | 72,623.57     | 0.00      | 242,474.03 | 477,067.07      | 346,492.28     | 425,484.01     |
| TOTAL ASSETS ANALYSIS |                                | 1,149,786.64 | 265,084.83 | 368,243.56 | 0.00       | 1,046,627.91                              | 783,020.80 | 74,839.97     | 0.00      | 243,704.03 | 614,156.74      | 366,765.84     | 432,471.17     |

\*) thereof low value items in accordance with  
section 204 par 1a UGB

3,657.70

3,657.70

3,657.70

3,657.70

(Translation)

# ***Management Report***

## ***of Jaguar Land Rover Austria GmbH***

### ***for the Financial Year 2021/22***

#### **Preamble**

Jaguar Land Rover, the largest automobile manufacturer in the UK, brings together two car brands under one roof. Land Rover, the largest manufacturer of premium four-wheel drive vehicles, and Jaguar, a world-leading manufacturer of saloon cars, SUVs and luxury sports cars. Within this company group, Jaguar Land Rover Austria, domiciled in Salzburg, acts as the main importer for Austria and serves both the Austrian and Czech markets, for which it also bears market responsibility.

#### **I. Business development**

Unless stated otherwise, the data on vehicle registrations was taken from the homepages of Statistik Austria (Statistics Austria) (new vehicle registrations) and the Czech car importers association, SDA-CIA, which prepares vehicle registration statistics for the Czech Republic. Despite careful research and the use of reliable sources, no responsibility or liability is accepted for the completeness and accuracy of this information.

In the financial year 2021/22, the automotive industry saw a marked decline due to the COVID-19 pandemic, which led to two so-called 'lockdowns'. In the calendar year 2021, a total of 239,803 vehicles (cars) were registered for the first time (previous year: 248,740/-4%). This is the lowest number since 1987.

The decreases mostly concern petrol and diesel vehicles. Electric and hybrid cars saw growth in the number of new registrations even in the year 2021. The number of new diesel car registrations decreased by 35.9% in comparison with the previous year (proportion: 24.3%/ previous year: 36.5%), while the number of petrol car registrations decreased by 15.1% (proportion: 38.1%/ previous year: 43.3%). By contrast, registrations of hybrid petrol/electric cars rose by 69.6% to 43,051 new registrations, which represents the most important segment in terms of quantity among cars with alternative vehicle technologies, followed by new registrations of pure electric vehicles, which increased by 108.9% and resulted in a total proportion of 13.9% of all new car registrations (previous year: 6.4%). In third place are hybrid diesel/electric vehicles (proportion: 5.6% and an increase of 63.4% in comparison with the previous year). As in the previous year, the registration data for Austria shows a significant increase in demand for electrified vehicles.

In the Czech Republic, the proportion of new registrations for petrol vehicles was 68.06%, followed by diesel vehicles with 24.7%. The proportion of hybrid petrol/electric vehicles was 1.62% and lies in third place. Pure electric vehicles and hybrid diesel/electric vehicles made up 1.28% and 0.19% respectively.



**The Czech market was also affected the COVID-19 pandemic and has seen a decrease in new vehicle registrations.**

With a clear e-mobility strategy in Austria comprising both passive incentives (tax relief) and active incentives (purchase subsidies), the proportion of electric vehicles and hybrids/plug-in hybrids among new vehicle purchases as well as sales of existing stock will continue to rise. With its I-PACE, Jaguar is one of the first premium manufacturers to have brought a long-range electric car to the market, at a more attractive price than the main current competitors, and due to the subsidies continues to expect sustained demand. With new plug-in hybrid versions of its two SUVs, E-PACE and F-PACE, Jaguar is well-placed for the trend towards electric vehicles. With new plug-in hybrid versions of its two best-selling models, Range Rover Evoque und Land Rover Discovery Sport, Land Rover likewise offers attractive technology specially designed for urban spaces, and expects a significant proportion of these variants in the model mix.

In the calendar year 2021, 1,460 new Land Rover vehicles (previous year: 1,621) and 754 new Jaguar vehicles (previous year: 554) were registered in Austria. This corresponds to a market share of 0.90% (previous year: 0.87%) and thus an improvement in comparison with the previous year. In the Czech Republic, Jaguar Land Rover experienced an increase in its market share from 0.32% (2020: 650 units) to 0.37% (2021: 766 units).

In the financial year 2021/22, Jaguar offered a broad portfolio of vehicle models with two SUVs and an electric vehicle in the high-price premium segment. Nevertheless, it was not possible to compensate for the decline due to the COVID-19 pandemic and for the continued decline in the saloon car segment, in which Jaguar offered three models. In 2022/23, we expect this slight decrease to be reversed, at least in terms of market share, due to the new, tax-efficient vehicles in the SUV segment mentioned above.

In 2021/22, the Jaguar Land Rover dealers in both Austria and the Czech Republic completed their investments in their sales locations with the new corporate identity and thus enhanced the public visibility of Jaguar Land Rover.

The revenue of the company in the financial year 2021/22 was € 179.8m (previous year: € 173.2m). Other business revenue in the financial year 2021/22 amounted to € 0.530m (previous year: € 0.256m), such that total operating revenue for the financial year 2021/22 amounted to € 180.3m (previous year: € 173.5m). Taking into account material costs of € 163.5m (previous year: € 156.5m), a gross profit of € 16.8m (previous year: € 17.0m) results for the financial year 2021/22. Taking into account personnel costs, amortisations and other business expenses, the operating result amounts to € 1.9m (previous year € 1.8m).

The annual net profit amounts to c. € 1.4m (previous year: c. € 1.4m). The company invested c. € 265,084 (previous year: € 13,181) in the financial year 2021/22.

In the financial year 2021/22, the company had on average 65 employees (FTE) (previous year: 68 employees). Training and development is carried out within the company to the extent required. The necessary measures for employee retention within the company are being implemented.

## **II. Position of the company**

With the sales figures for Jaguar and Land Rover in Austria and the Czech Republic, Jaguar Land Rover Austria GmbH was able to make a positive contribution to the global sales success of Jaguar Land Rover in 2021/22, despite slight declines. As in the previous financial year, Jaguar was able to make a greater contribution to the overall result than was the case in preceding years due to increased sales of the pure electric I-PACE.

The company has equity amounting to c. € 11.3m (previous year: c. € 9.9m), with a balance sheet total of c. € 63.9m (previous year: € 72m). This results in an equity ratio of 17.7% (previous year: 13.8%).

With an annual net profit of c. € 1.4m (previous year € 1.4m), using the 'practitioner method' (mean value method), a cash flow results amounting to c. € 1.4m (previous year c. € 1.4m).

## **III. Events of special significance after financial year end**

After the financial year ended on 31 March 2022, there were no events of special significance either in Austria or in the Czech Republic.

## **IV. Expected development of the company**

Due to the recent range of models and the expanded range of alternative drive technologies (especially plug-in hybrids), the long-term prospects for eight of the twelve models can generally be deemed positive. The effects of the economic and tax environment on the entire industry, in particular the impact of the ongoing measures likely required to combat COVID-19 and the ongoing supply chain limitations, are difficult to estimate. It is possible that the slight increase in sales figures anticipated in planning for the next financial year will not be able to be realized. Nevertheless, we expect that the market share in the premium segment will be maintained with new products such as Range Rover and Range Rover Sport. The Ukraine conflict has only limited indirect impact on our supply chains as well as distribution channels

## **V. Research and development**

The company is a trading company. Research and development activities are not carried out by definition – research and development is carried out centrally within the Group.

## **VI. Existing branch offices**

The company does not have any branch offices.

## **VII. Risk report**

The company is exposed to a variety of risks in the context of its business activities, which are inextricably linked with those activities. Our risk policy aims to make optimal use of the opportunities available and only to take on risks if there is a chance the company will benefit from corresponding added value.

There is virtually no default risk from customer receivables, as Jaguar Land Rover Austria GmbH has concluded corresponding financing agreements with FCA Bank GmbH for Austria and with UniCredit Leasing CZ, a.s. for the Czech Republic, and with the dealerships in Austria as well as the Czech Republic. All dealerships are covered by these contracts. Under the agreements, customer receivables from vehicle sales can be redeemed one to two days after invoicing.

Short-term price alteration risks in connection with supplies of goods are restricted using supply agreements. The risk of a change in interest rates exists exclusively in respect of short-term deposits with banks and internal group financing agreements and we estimate these to be non-material. There were no financial liabilities as at balance sheet date.

Any financing agreements required are concluded within the company group and are linked to short- and medium-term liquidity requirements. There is therefore no need to conclude independent framework agreements for financing.

No foreign exchange risk exists for the Czech Republic. All goods and services are invoiced exclusively in Euros and also paid for in Euros by the invoice recipient.

## **VIII. Financial instruments**

The company does not use financial instruments as defined in Section 243 para 3 subpara 5 Austrian Business Code (UGB).

Salzburg, on 18 May 2022

***Jaguar Land Rover Austria GmbH***

Represented by the managing director

***Dkfm. Felix J. Wannemacher***

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

Recommended for use by the Board of the Chamber of Tax Advisers and Auditors, last recommended in its decision of April 18, 2018

## Preamble and General Items

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

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

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

## SECTION I

### 1. Scope and Execution of Contract

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

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

- 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.
- examining the tax assessment notices for the tax returns mentioned under a).
- negotiating with the fiscal authorities in connection with the tax returns and notices mentioned under a) and b).
- participating in external tax audits and assessing the results of external tax audits with regard to the taxes mentioned under a).
- participating in appeal procedures with regard to the taxes mentioned under a).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Safeguarding of Independence

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

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

#### 4. Reporting Requirements

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

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

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

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

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

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

#### 5. Protection of Intellectual Property of the Contractor

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

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

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

#### 6. Correction of Errors

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

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

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

#### 7. Liability

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

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

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

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

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

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

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

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

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

#### 8. Secrecy, Data Protection

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

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

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

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

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

#### 9. Withdrawal and Cancellation („Termination“)

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

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

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

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

(5) Should it happen that in case of a continuing agreement more than two similar assignments which are usually completed only once a year (e.g. financial statements, annual tax returns, etc.) are to be completed, any 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 1<sup>st</sup> and 2<sup>nd</sup> Sentence UGB shall apply.

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

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

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

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

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

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

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

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

### 13. Other Provisions

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

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

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

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

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

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

### 14. Applicable Law, Place of Performance, Jurisdiction

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

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

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

## SECTION II

### 15. Supplementary Provisions for Consumer Transactions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) Contracts on Recurring Services:

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

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

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

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