

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI529550

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CHANGE OF NAME	
CONVEYING PARTY DATA		
	Name	Execution Date
	AEROCOMPACT GMBH	11/23/2022
RECEIVING PARTY DATA		
Company Name:	AEROCOMPACT Mounting Systems GMBH	
Street Address:	Gewerbestrasse 14,	
City:	Satteins	
State/Country:	AUSTRIA	
Postal Code:	6822	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	35511000	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	8598998710	
Email:	hpurnell@dickinson-wright.com	
Correspondent Name:	Andrew D. Dorisio	
Address Line 1:	300 West Vine Street, Suite 1700	
Address Line 4:	Lexington, KENTUCKY 40507	
ATTORNEY DOCKET NUMBER:	098284-00009	
NAME OF SUBMITTER:	Heather Purnell	
SIGNATURE:	Heather Purnell	
DATE SIGNED:	09/29/2024	
Total Attachments: 68		
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[To be drawn up as a notarial deed]

DEMERGER AND ACQUISITION AGREEMENT

concluded between

AEROCOMPACT Europe GmbH
Gewerbestrasse 14
6822 Satteins, Austria
FN 409227 f

as the **transferring** company

on the one hand

and

AEROCOMPACT Mounting Systems GmbH
Gewerbestrasse 14
6822 Satteins
FN 593419 a

as the **acquiring** company

on the other hand

concerning the

Spin-off of the entire business of the transferor company, with the exception of those contractual relationships and assets that remain with the transferor company pursuant to section 10 of this Spin-off and Acquisition Agreement, for incorporation into the acquiring company



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Definitions

The following definitions apply to this Spin-off Agreement and all annexes to this Spin-off Agreement (definitions in the singular also include the corresponding terms in the plural and vice versa).

ABGB	means the General Civil Code.
Spin-off for inclusion	is defined in the preamble to this spin-off agreement.
German Stock Corporation Act	means the German Stock Corporation Act.
Sole shareholder	is defined in the preamble to this spin-off agreement.
GmbHG	means the law on limited liability companies.
UmgrStG	means the Reorganization Tax Act.
Transferring company	is defined in section 1.1 of this spin-off agreement.
Acquiring company	is defined in section 1.2 of this spin-off agreement.
GapG	means the Demerger Act.
Spin-off date	is defined in section 2.1 of this spin-off agreement.
Demerger agreement	is the spin-off and takeover agreement in question.
Contracting party	means in each case individually the Transferor Company or the Transferee Company.
Contracting parties	means jointly the transferor company and the transferee company.



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Preamble

- A. Together with the demerger for absorption, a change of legal form of AEROCOMPACT Holding GmbH (as defined below) into a stock corporation under Austrian law will be carried out. These reorganization steps will be carried out with effect from the Spin-off Record Date in the following order:
- (i) Spin-off of a business of the Transferor Company for inclusion in the Acquiring Company in accordance with this Spin-off Agreement;
 - (ii) Conversion of AEROCOMPACT Holding GmbH into a stock corporation under Austrian law.
- B. The Transferor Company now intends to spin off its entire business in accordance with this Spin-off Agreement, with the exception of those contractual relationships and assets that remain with the Transferor Company pursuant to section 10 of this Spin-off Agreement, and to transfer it to the Acquiring Company for absorption ("Spin-off for absorption").
- C. The assets of the transferor company do not include any properties within the meaning of the Real Estate Transfer Act.

On this basis, the contracting parties agree as follows:

1. Company name and registered office of the companies involved

- 1.1 The transferring company is AEROCOMPACT Europe GmbH, a limited liability company under Austrian law with its registered office in Nenzing and its business address at Gewerbestrasse 14, 6822 Satteins, Austria, registered in the commercial register of the Regional Court of Feldkirch under FN 409227 f with a fully paid-up share capital in the amount of EUR 135,000.00 (in words: one hundred and thirty-five thousand euros point zero) ("**Transferring Company**"). The articles of association of the Transferor Company in the current version dated November 9, 2021 (in words: ninth of November two thousand and twenty-one) are attached to this spin-off agreement as Annex 1. The articles of association of the Transferor Company will not be amended in the course of the spin-off.
- 1.2 The acquiring company is AEROCOMPACT Mounting Systems GmbH, a limited liability company established under Austrian law with its registered office in Satteins and its business address at Gewerbestrasse 14, 6822 Satteins, Austria, registered in the commercial register of the Regional Court of Feldkirch under FN 593419 a with a fully paid-up share capital of EUR 35,000.00 (in words: thirty-five thousand euros comma zero) ("**Acquiring Company**"). The declaration of incorporation of the Acquiring Company in the current version dated November 23, 2022 (in words: twenty-third of November

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two thousand and twenty-two) is attached to this spin-off agreement as Annex J2. The declaration of incorporation of the Acquiring Company will not be amended in the course of the spin-off.

- 1.3 The sole shareholder of the Transferor Company and the Transferee Company is AEROCOMPACT Holding GmbH (in future AEROCOMPACT Group Holding AG), with its registered office in Satteins and its business address at Sonnenstrasse 10, 6822 Satteins, registered in the commercial register of the Feldkirch Regional Court under FN 519684 t ("AEROCOMPACT Holding GmbH"). There is therefore a direct identity of shareholding.

2. Transfer of assets of the transferor company (§ 2 para. 1 no. 2 Demerger Act)

- 2.1 The Transferor Company transfers its entire business, with the exception of those contractual relationships and assets that remain with the Transferor Company pursuant to section 10 of this Spin-off Agreement, with all rights and obligations by way of universal succession by spin-off for absorption to the Acquiring Company pursuant to section 1 para. 2 no. 2 of the Spin-off Act on the basis of the closing balance sheet (under company law) of the Transferor Company as at 31 March 2022 (in words: thirty-first of March two thousand and twenty-two) times³ with retroactive effect to the end of the Spin-off Effective Date and by claiming the benefits under reorganization tax law.03.2022 (in words: thirty-first of March two thousand and twenty-two) times³ with retroactive effect to the end of the effective date of the spin-off and by claiming the reorganization tax benefits of Article VI UmgrStG.
- 2.2 The assets and liabilities of the assets to be spun off that can be recognized in the balance sheet are shown in the takeover balance sheet (under company law) as at April 1, 2022 (in words: April 1, two thousand and twenty-two) aAren 4). The assets and liabilities remaining at the transferring company that can be recognized in the balance sheet are shown in the (company law) demerger balance sheet as at April 1, 2022 (in words: April 1, two thousand and twenty-two) annex.
- 2.3 With regard to the exact description and allocation of the assets which are transferred to the Acquiring Company and which are retained by or allocated to the Transferor Company, reference is made in particular to points 10 and 11 of this agreement.
- 2.4 The Acquiring Company accepts the transfer of the business subject to the spin-off by way of universal succession in accordance with the provisions of this Spin-off Agreement with effect from the Spin-off Record Date (as defined below) for income tax and debt law purposes.
- 2.5 The Transferor Company and the Acquiring Company undertake to perform all legal acts and measures and to make all declarations which are necessary or expedient for the transfer of the business of the Transferor Company to the Acquiring Company in accordance with the Spin-off Agreement.



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3. Failure to grant shares in the Acquiring Company, allocation of shares in the Transferor Company (section 2 (1) no. 3, 5 and 6 Demerger Act)

- 3.1 The granting of shares in the Acquiring Company shall not take place in accordance with § Section 96 para. 2 GmbHG in conjunction with Section 224 para. 2 no. 1 AktG and Section 17 no. 5 SpaltG as a result of direct identity of shareholding. The sole shareholder of the transferor company is waived the granting of shares in the transferee company in accordance with § 96 para. 2 GmbHG in conjunction with § 224 para. 2 no. 2 AktG and § 17 no. 5 SpaltG.
- 3.2 As no shares are granted, the information on the exchange ratio of the shares pursuant to section 2 para. 1 no. 3 of the Demerger Act and their allocation to the shareholders is also omitted.
- 3.3 No additional cash payments are made by the participating companies or by third parties.
4. No capital reduction at **the transferor** company (section 2 (1) no. 4 SpaltG)

There is no reduction in the share capital of the transferor company within the meaning of section 17 no. 3 of the Demerger Act, as the net assets remaining in the transferor company exceed its nominal capital plus the appropriated reserves.

5. Granting of shares (§ 2 para. 1 no. 5 Demerger Act)

As AEROCOMPACT Holding GmbH is a 100% shareholder of the Transferor Company and a 100% shareholder of the Transferee Company, no shares in the Transferee Company will be granted. For this reason, disclosures pursuant to section 2 para. 1 no. 5 SpaltG are not required.

6. Entitlement to retained earnings (§ 2 para. 1 no. 6 Demerger Act)

As no new shares are granted, information pursuant to § 2 para. 1 no. 6 SpaltG is not required.

7. Spin-off date and retroactive effect (§ 2 para. 1 no. 7 Demerger Act)

- 7.1 The Spin-off Record Date pursuant to Section 2 para. 1 no. 7 SpaltG is March 31, 2022 (in words: thirty-first of March two thousand and twenty-two) ("**Spin-off Record Date**"). The opposite spin-off for absorption takes place in particular on the basis of the closing balance sheet (under company law) of the transferor company as of March 31, 2022 (in words: thirty-first of March two thousand and twenty-two).



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- 7.2 In the relationship between the companies involved in the spin-off for absorption, all actions by the transferor company in relation to the business subject to the spin-off, with the exception of those contractual relationships and assets that remain with the transferor company in accordance with item 10 of this spin-off agreement, shall be deemed to have been carried out for the account of the transferee company with income tax and debt law effect at the end of the effective date of the spin-off.

8. **Special rights**
(§ 2 para. 1 no. 8 Demerger Act)

Shareholders and other persons are not granted any rights under section 2 para. 1 no. 8 of the Demerger Act, nor are any special measures provided for these persons.

9. **Special advantages**
(§ 2 para. 1 no. 9 Demerger Act)

Neither members of the management of the companies involved in the ADspakung for absorption nor an auditor of the financial statements, residual assets or other auditor will be granted any special advantage. The fee to be granted to the auditor and/or the auditor of the remaining assets is customary and reasonable and is not a special advantage within the meaning of § 2 para. 1 no. 9 SpaltG.

10. **Description and allocation of assets**
(§ 2 para. 1 no. 10 Demerger Act)

- 10.1 The exact allocation and description of the assets that are transferred to the Transferor Company, on the one hand, and those assets that remain with the Transferor Company, on the other hand, shall be made in accordance with the following provisions and Annexes ./.3 to ./.8.
- 10.2 The object of the spin-off and transfer is the entire operation of the Transferor Company with the exception of those contractual relationships and assets that remain with the Transferor Company pursuant to sections 10.4 and 10.5 of this Spin-off Agreement ("**Transferring Operation**"). The Transferring Business primarily includes the purchase of inventories, supplier management, inbound logistics, production, storage, trade in merchandise, marketing, distribution, sales, customer management, outbound logistics and servicing of customers and in particular (i) the entire share held by the Transferor Company in AEROCOMPACT Projects GmbH, FN 590983 v, which corresponds to a fully paid-up capital contribution in the amount of EUR 35.000 (in words: thirty-five thousand euros) and thus 100% of the share capital of AEROCOMPACT Projects GmbH, FN 590983 v, and (ii) the shares held by the Transferor Company in AEROCOMPACT India Private Limited, Registration No. 361161, representing approximately one (1) % of the capital of AEROCOMPACT India Private Limited, Registration No. 361161.



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All other assets ("**residual assets**") of the transferor company shall remain with the transferor company. The remaining assets include, in particular, those assets and liabilities that are shown in the demerger balance sheet under company law in accordance with Annex ./5.

10.3 The business taken over by the acquiring company

The Transferring Business includes in particular all assets and liabilities reported in the closing balance sheet as of March 31, 2022 (in words: thirty-first of March two thousand and twenty-two) pursuant to Annex ./3 to this Spin-off Agreement, the fixed assets, the assets not reported in the balance sheet and the contractual relationships of the Transferor Company with the exception of the assets and liabilities reported in the spin-off balance sheet as of April 1, 2022 (in words: first of April two thousand and twenty-two) pursuant to Annex ./5 to this Spin-off Agreement. 04.2022 (in words: April first, two thousand and twenty-two) pursuant to Annex ./5 to this spin-off agreement as well as the (i) parts of the fixed assets, (ii) off-balance sheet assets and (iii) contractual relationships described in more detail in sections 10.4 and 10.5, each of which shall remain with the Transferor Company. The object of the Transferring Business is therefore above all the purchase of inventories, supplier management, inbound logistics, production, storage, trade in merchandise, marketing, distribution, sales, customer management, outbound logistics and servicing of customers and in particular (i) the entire share held by the Transferor Company in AEROCOMPACT Projects GmbH, FN 590983 v, which corresponds to a fully paid-up capital contribution in the amount of EUR 35.000 (in words: thirty-five thousand euros) and thus 100% of the share capital of AEROCOMPACT Projects GmbH, FN 590983 v, and (ii) the shares held by the Transferor Company in AEROCOMPACT India Private Limited, Registration No. 361161, representing approximately one (1) % of the capital of AEROCOMPACT India Private Limited, Registration No. 361161.

10.4 The assets and relationships remaining with the transferor company / General description

The technical department is responsible for research, product and software development, the AeroTOOL@ digital platform, standardization and product management, including its tools and the associated intellectual property.

10.5 The assets and relationships remaining with the transferor company / exact allocation

After the spin-off, only the assets and contractual relationships and employees listed below and described in Annexes ./6 to ./8 shall remain with the transferor company:



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(i) Assets:

The assets listed in Annex .J6 remain with the transferor company.

(ii) Contractual relationships:

The contractual relationships listed in Annex .J7 remain with the transferor company.

For the purpose of allocating contractual relationships, the following distinction applies: those contracts and assets, whether recognized or not, which relate to the technical department, intellectual property or parts of any remaining operating business remain with the transferor company.

If the transfer of a contractual relationship to the Acquiring Company requires the consent of a third party in detail and this party refuses its consent, the respective contractual relationship shall be held by the Transferor Company for the account and on the instructions of the Acquiring Company until such consent is granted.

(iii) Employees:

The employment relationships listed in Annex .J8 shall remain with the Transferor Company; all other employment relationships shall be transferred to the Acquiring Company. With regard to the employees transferring to the Acquiring Company, it is noted that the Acquiring Company shall enter into all existing employment relationships with the employees covered by the transfer in accordance with the provisions of the Austrian Labor Contract Law Adjustment Act (AVRAG).

- 10.6 It is clarified that with regard to all proceedings pending before state courts or arbitration courts or proceedings before administrative authorities in which the Transferor Company is a party at the time of the signing of this spin-off agreement, the respective party status of the Transferor Company shall not be transferred to the Acquiring Company. Proceedings before state courts or arbitration tribunals or proceedings before administrative authorities which arise after the signing of this spin-off agreement and before the spin-off is registered for inclusion in the commercial register shall be transferred to the Acquiring Company if such proceedings concern one of the legal relationships transferred pursuant to section 10.1.
- 10.7 With regard to the public authorizations and concessions, it is agreed that the business licenses existing on the effective date of the demerger shall remain with the transferor company and that the transferor company shall not surrender the existing business licenses. In addition, the business licenses existing at the transferor company on the effective date of the demerger shall be transferred to the transferee company in accordance with § 11 para 4



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to 6 GewO are transferred to the acquiring company, resulting in a duplication of the trade licenses.

- 10.8 The contracting parties and AEROCOMPACT Projects GmbH, FN 590983 v, intend to establish a tax group with AEROCOMPACT Holding GmbH as the group parent pursuant to Section 9 (3) KStG in the calendar year 2022 with effect from the beginning of the respective financial year 2022 and in each case as a group member pursuant to Section 9 (2) KStG, to submit the necessary applications to the tax authorities in good time and to conclude group agreements in this context. In this case, the tax group is created retroactively at the beginning of the respective financial year on the basis of the statutory provisions. If these agreements are concluded and a tax group is formed, tax allocation claims and tax allocation obligations will arise. It is a common understanding that the Acquiring Company will assume the income tax position of the group member and thus the obligations arising from the resulting allocation agreement with regard to the transferred assets (business) and that the Transferor Company will continue the income tax position and the resulting allocation agreement with regard to the remaining assets. The tax allocation attributable to the period from January 1, 2022 (in words: January first, two thousand and twenty-two) to March 31, 2022 (in words: March thirty-first, two thousand and twenty-two), which will arise due to the conclusion of the group agreements, will be assumed by the Acquiring Company, provided that the aforementioned tax group is established.
- 10.9 The bank accounts listed in Annex .9 shall remain with the Transferor Company. The other existing bank accounts of the Transferor Company shall be transferred to the Transferee Company.

11. Allocation of other assets
(§ 2 para. 1 no. 11 Demerger Act)

In addition, it is agreed that assets and liabilities, parts of the fixed assets, off-balance sheet assets or contractual relationships that do not expressly remain with the transferor company in accordance with this demerger agreement and for which it is doubtful (and no agreement can be reached between the contracting parties) to which company they are to be allocated shall be transferred to the acquiring company as part of the present demerger. This provision also applies to assets and liabilities, parts of fixed assets, off-balance sheet assets or contractual relationships that only emerge or arise after the conclusion of the demerger agreement.

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12. Balance sheets

(§ 2 para. 1 no. 12 Demerger Act)

- 12.1 The spin-off process described in section 2.1 is based on the closing balance sheet of the transferor company as of March 31, 2022 (in words: thirty-first March two thousand twenty-two) and is
- 12.2 The assets remaining with the transferor company after the spin-off of the assets subject to the spin-off for inclusion in the acquiring company takes effect are shown in the (corporate law) spin-off balance sheet of the transferor company as of April 1, 2022 (in words: April 1, two thousand and twenty-two) in accordance with Annex .J5.
- 12.3 The assets subject to the spin-off transferred to the Acquiring Company upon effectiveness of the spin-off in question, including all associated rights and obligations, are shown in the (corporate law) takeover balance sheet of the Acquiring Company as of April 1, 2022 (in words: April 1, two thousand and twenty-two) in accordance with Annex .J4. The takeover balance sheet is not an opening balance sheet within the meaning of section 2 para. 1 no. 12 SpaltG because the Acquiring Company already exists at the time of the spin-off and is not newly founded.

13. Cash settlement

(§ 2 para. 1 no. 13 Demerger Act)

The offer of a cash compensation pursuant to § 17 in conjunction with § 2 para. 1 no. 13 SpaltG can be waived, as the demerger by absorption in question is neither a demerger that does not preserve the relationship pursuant to § 8 para. 3 SpaltG nor a cross-legal form demerger by absorption pursuant to § 11 SpaltG.

14. Demerger report and demerger audit

(§ 4 SpaltG and § 5 SpaltG)

- 14.1 It is noted that the shareholders of the Transferor Company and the Acquiring Company waive the preparation of the spin-off report by the managing directors of the Transferor Company and the Acquiring Company pursuant to section 17 no. 5 SpaltG in conjunction with section 4 para. 2 SpaltG.
- 14.2 Furthermore, all shareholders of the Transferor Company and the Acquiring Company (i) waive a demerger audit pursuant to § 5 para. 6 SpaltG and (ii) waive an audit by the Supervisory Board pursuant to § 6 SpaltG in conjunction with § 17 no. 5 SpaltG in conjunction with § 100 para. 1 GmbHG, if one has been appointed.

15. Tax regulations

- 15.1 The spin-off for absorption in question is carried out in accordance with the provisions of Art VI UmgrStG with the book value being carried forward for tax purposes and the associated benefits being utilized.

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- 15.2 The spun-off assets constitute a business pursuant to § 32 para. 1 UmgrStG in conjunction with § 12 para. 2 no. 1 UmgrStG.
- 15.3 The contracting parties declare that (i) the transferor company, (ii) the transferee company and (iii) the assets to be transferred from the transferor company to the transferee company in the spin-off have a positive market value both on the spin-off date and on the date of conclusion of this spin-off agreement.
- 15.4 The Acquiring Company declares that the taxation of hidden reserves pursuant to § *2 para. 1 UmgrStG is not restricted in any way with regard to the assets transferred to it.

16. Mutual indemnification and hold harmless

The Transferor Company and the Acquiring Company shall indemnify and hold each other harmless from and against any claims for liabilities assigned to the other company under this Spin-off Agreement. This applies in particular to claims pursuant to § 15 SpaltG and § 6 AVRAG.

17. Condition precedent and condition subsequent

The effectiveness of this spin-off agreement is subject to a condition precedent:

- (i) the approval of the general meeting of the transferor company; and
- (ii) the approval of the General Meeting of the Acquiring Company.

18. Costs and fees

The costs, fees (including notary fees) and all other charges incurred in connection with the establishment and execution of this spin-off agreement shall be borne by the acquiring company.

19. Authorization

The Transferor and the Acquiring Company hereby authorize and empower Barnert Egermann Illigasch Rechtsanwälte GmbH with its registered office in Vienna and its business address at Rosenbursenstraße 2/15, 1010 Vienna, registered in the commercial register of the Commercial Court VVienna under FN 273397 f, to make amendments and/or additions to this spin-off agreement, including in notarized form, insofar as such amendments and/or additions are necessary or expedient for the implementation of the spin-off for absorption, in particular in connection with its entry in the commercial register.



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20. Applicable law / Jurisdiction

20.1 This Spin-off Agreement shall be governed by Austrian substantive law to the exclusion of the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods.

20.2 For all disputes arising out of or in connection with this spin-off agreement, the Commercial Court with jurisdiction for Vienna, Innere Stadt, shall have exclusive jurisdiction, to the extent permitted by law.

21. Other

21.1 Amendments, supplements or the rescission of this spin-off agreement, including the amendment of this provision itself, must be made in writing, unless a stricter form (e.g. notarial deed) is required under mandatory law.

21.2 This spin-off agreement contains all agreements between the contracting parties on its subject matter and replaces all oral or written negotiations, agreements and understandings previously concluded between the contracting parties with regard to the subject matter of the agreement. There are no ancillary agreements to this Spin-off Agreement.

21.3 The headings in this Spin-off Agreement are for convenience only. They are not to be taken into account for the interpretation of this Spin-off Agreement.

21.4 All annexes form an integral part of this spin-off agreement.

21.5 Should any provision of this Spin-off Agreement be or become void, invalid or unenforceable in whole or in part, the validity and enforceability of all other remaining provisions shall not be affected thereby. The void, invalid or unenforceable provision shall be deemed to be replaced by a valid and enforceable provision that comes closest to the economic purpose of the void, invalid or unenforceable provision in terms of subject matter, extent, time, place and scope.

21.6 The contracting parties expressly waive any rescission or adjustment of this spin-off agreement on any legal grounds whatsoever, in particular due to error, loss of the basis of the transaction, reduction by more than half and ignorance of the true value pursuant to Section 934 ABGB as well as claims for damages pursuant to Section 933a ABGB.

21.7 This spin-off agreement is drawn up in the form of a notarial deed. Each party to the agreement is entitled to request a copy at its own expense.

(The signature page follows)



12/13

PATENT

REEL: 069071 FRAME: 0033

BARNERT EGERMANN ILLIGASCH

RECHTSANWÄLTE

Feldkirch, on 30.11.2022

Feldkirch, on 30.11.2022

Mathias Muthner

Karl Gustavo Edinger


OCAEROMPACT Europe
GmbH

AERÓCOMPACT Europe Ltd.

Feldkirch, on 30.11.2022

Karl Gustavo Edinger


AEROCOMPACT Mounting Systems GmbH

Attachments

- Amage ./1 Articles of Association AEROCOMPACT Europe GmbH Declaration of
- Amage ./2 Incorporation AEROCOMPACT Mounting Systems GmbH
- Amage ./3 Closing balance sheet of AEROCOMPACT Europe GmbH under company law
as at 31.03.2022
- Anlage ./4 Takeover balance sheet of AEROCOMPACT Mounting Systems GmbH under
company law as of 01.04.2022
- Anlage ./5 Corporate spin-off balance sheet as of 01.04.2022 of AEROCOMPACT
Europe GmbH
- Annex ./6 Assets remaining with AEROCOMPACT Europe GmbH
- Anlage. ./7 Contractual relationships remaining with AEROCOMPACT Europe GmbH
- Anlage. Employment relationships remaining with AEROCOMPACT Europe GmbH
- 18 Bank accounts remaining with AEROCOMPACT Europe GmbH
- Amage. ./9

13/13

Notarization

pursuant to *Section 51 (I) of the
Act on Companies with Special
Liability*, as amended.

AEROCOMPACT Eurone GmbH with its registered office in Nenzing (FN 409227 g



PATENT
REEL: 069071 FRAME: 0035

GESELSCHAFTSVERTRAG

6.1 FIRM, A. AND SEIZ

- 1.1. The company's firm is:
 Äß 0 CO UPS CT E ur o p e G o b H
- 1.2. Registered office of the company is Nenzling.
- 1.3. The company may establish branch offices in Germany and abroad.

6.2 COUNTRY OF THE 9 COMPANIES

- 2.1. The object of the company is the trade in goods of all kinds, in particular under the registered word mark Aerocompact, as well as the commercial exploitation of patents and licenses in Germany and abroad, in particular the registered word mark Aerocompact, and the production of mounting systems, in particular for solar installations.
- 2.2. The company is authorized to take over other similar companies, to lease such companies and to participate in such companies as well as to establish, acquire and own such subsidiaries.
- 2.3. The company is authorized to take all actions, transactions and measures that are necessary to appear to be conducive to achieving the purpose of the company.
- 2.4. The company is also authorized to manage and represent companies in which it holds a stake.

6.3 BEGINNING AND DURATION OF THE SOCIETY'S FISCAL YEAR

- 3.1. The fiscal year begins with the entry in the Firmenbuch.
- 3.2. The duration of the company is indefinite.
- 3.3. The first financial year begins on the day the company is entered in the commercial register and ends on the following December 31. The subsequent financial years coincide with the calendar year.

6.4 SHARE CAPITAL AND SHAREHOLDERS

- 4.1. The share capital of the company amounts to Euro 135,000.00
(In words: eleven hundred and three thousand euros)
- 4.2. This share capital is divided among the shareholders as follows:
 14thias 14thier {03/07/1982} Euro 101,200.00
(in words: one hundred and one thousand two hundred and fifty euros)
 Renan Sen {18.10.1977} Euro 33,750.00
(in words: Euro thirty-three thousand seven hundred and fifty)
- 4.3. All of the shares have been paid up.

6.5 CORPORATE BODIES OF THE COMPANY

The executive bodies of the company are:

- 5.1. The managing director(s)
- 5.2. General Meeting

6.6 BUSINESS CURRENCY

- 6.1. The company has one or more managing directors.
- 6.2. If two or more persons are appointed as managing directors, the appointment resolution regulates their right of representation.
- 6.3. One or more authorized signatories may be appointed.
- 6.3. Representation of the company by a managing director in partnership with a lawyer who is authorized to sign for the company (Section 18 (3) GmbHG) is possible. 1.

6 7 GENERAL ASSEMBLY/qMLUNG

- 7.1. The General Meeting is the supreme body of the company.
- 7.2. Resolutions are generally passed by a simple majority of the votes cast; those where the company law requires a qualified majority of 75 % of the votes cast, unless the law stipulates otherwise. A capital increase requires a qualified majority if the capital to be increased is not fully paid in.
- 7.3. Unless otherwise mutually agreed, ordinary or extraordinary general meetings are held at the company's registered office.
- 7.4. The Annual General Meeting shall be convened by the management in writing, by fax or by email, including the agenda, whereby there must be a period of at least 7 days between the date on which the notice is posted or sent by fax or email and the date of the meeting.
- 7.5. If the Management Board does not comply with an admissible minority request to convene a General Meeting, the right of appointment is transferred to the applicant(s).
- 7.6. One vote is granted for every Euro 10.00 of the adopted share capital. shareholders are entitled to at least one vote.
- 7.7. The meeting shall constitute a quorum if at least 75 % of the capital stock is present or validly represented. In the event that a meeting is not quorate, a further meeting shall be convened, which shall be limited to dealing with the items of the first meeting and shall constitute a quorum irrespective of the amount of share capital present or represented.
- 7.8. A resolution by way of circular resolution in accordance with § 34 GmbHG is permissible

f18JABRESABSCWLUGS

- 8.1 The annual financial statements, including the profit and loss account, must be prepared by the managing directors in each financial year within the legally prescribed period for the past financial year.
- 8.2 The shareholders participate in the company's profit in proportion to the amount of the contributions made.
- 8.3 The Annual General Meeting decides on the appropriation of profits every 3year.

s 9 TEILu NG, VERPFÄNDUNG UND ÜBERTRAGUNG VON GESCHÄFTSANTEILEIN. BEENDIGUNG DER OPERATIVE TÄTIGKEIT MIT DER GESELLSCHAFT

- 9.1. The shares are divisible and transferable.
- 9.2. The pledging of shares (parts thereof) to whomsoever requires the consent of all other shareholders.
- 9.3. If a shareholder wishes to sell pure shares or parts thereof, the other (or the) shareholders have a right of recourse within the meaning of §§ 2072 ff ABGB.

s co xUNDIsuws

- 10.1. Each shareholder has the right to terminate his participation at the end of a quarter (March 31, June 30, September 30 and December 31) by sending a registered letter to all other shareholders, observing a 6-month notice period. The postmark on the letter of termination is decisive for the start of the notice period.
- 10.2. The company is dissolved as a result of the termination, unless the share of the terminating shareholder is taken over by the remaining shareholders on a pro rata basis or according to a different ratio agreed by them, or by a non-shareholder who, however, requires the consent of the remaining shareholders. In this case, the dissolving shareholder is obliged to transfer the share to the remaining shareholders or non-shareholders. Each of the remaining shareholders must declare to the other remaining shareholders within 3 months of receipt of the notice of termination whether he is willing to take over the shares. The shareholders willing to take over must inform the terminating shareholder within 5 months of receipt of the notice of termination whether, by whom and in what proportions they wish to take over the company.



- The share in the company is taken over. The takeover of the company share is also possible by a non-shareholder if the consent of the remaining shareholders is granted.
- 10.3. The transfer price to be paid *to the* withdrawing shareholder shall be calculated in the amount of the market value in accordance with § 13.1, whereby a balance sheet prior to the date of dissolution (date of termination) or reconciled (31.12.) shall serve as the basis for valuation; the payment due shall be governed by § 13.2. § 13.3 of this agreement shall apply *mutatis mutandis*.
- 10.4. This provision also applies in the event that only one shareholder is present at a given time point.

§ 11.1 PFA ILITY AND I SOLVENCY CUSTODY

- 11.1. If a shareholder becomes insolvent or if (in the case of a legal entity as shareholder) his assets are over-indebted under insolvency law, if bankruptcy or reorganization proceedings are opened against the assets of a shareholder or if the application for the opening of bankruptcy proceedings is rejected for lack of assets or if his share is seized, the shareholder (or the liquidator) is obliged to *offer* the share *to the* selling shareholder. The *selling shareholders* are not obliged to take over the shares.
- 11.2. The assignment price shall be determined according to the market value to be determined in accordance with § 13.1; the due date for payment shall be determined in accordance with § 13.2. The relevant date is the attachment or the opening of bankruptcy proceedings. § 13.3 of this contract applies *mutatis mutandis*.

6.12 TDD OF A SHAREHOLDER

Upon the death of a shareholder, the shareholder's share is transferred to the heirs or legatees.

6.13 VALUE CALCULATION FVERKEŽFRE EATT

- 13.1 In the event of the transfer of a share to whomever, the ~~t r a n s f e r r i n g~~ shareholder shall - in the absence of any other agreement - receive the market value. In the absence of an agreement between the contracting parties involved, the market value shall be calculated by the company's tax advisor as arbitrator in accordance with the procedure that is applicable for the calculation of the market value at the time of the transfer (KFS-BW1 or the respective current expert opinion) or a market value calculation that takes its place. If the company's tax advisor is unable or unwilling to carry out the value calculation, an independent chartered accountant based in Vorarlberg must be ~~a p p o i n t e d~~ as a trustee, who is to be appointed by the President of the Vorarlberg Chamber of Chartered Accountants. The shareholders plan to ~~determine~~ the enterprise values for the future for one or more 3-year periods. If the shareholders have determined such an enterprise value by resolution of , , which requires at least a three-quarters majority, this corresponds to the market value. The shareholders may also stipulate a different calculation of the market value in a separate shareholders' resolution with a majority of 3/4 of § 13 of the articles of association and this shall then serve as the basis for calculating the value for all types of transfer and market value calculations in accordance with § 8 of these articles of association. These joint *venture agreements* are then binding and incontestable for all parties. The calculation by the Schledsmann (the company's tax advisor), to whose expert opinion the contracting parties hereby expressly submit to the exclusion of ordinary legal recourse, shall only be carried out if the shareholders have not determined their own market values by separate resolutions, or if the contracting parties do not agree on the market value within a period of 4 (four) months from the date of assignment/transfer. The costs of the appraisal shall be borne equally by both parties (departing and acquiring general partner).
- 13.2 The takeover price shall be due for payment in 3 equal annual installments from the date of determination of the amount thereof. This amount is to be valued according to the consumer price index (cf. 2010 = 100), published by Statistics Austria, whereby the basis is the date of departure (date of termination, inheritance, etc.).

- 13.3 All persons involved in the acceptance of the terminating shareholder's share are obliged to sign the contracts required to produce this result in a legally valid form. In the cases of §§ 9-12 and § 14, the transferring shareholder shall be released from any personal liability assumed for the company as shareholder or shall be provided with appropriate security (e.g. bank guarantee), otherwise the transfer shall not be legally effective

6 14 CONCLUSION OF A GESELLSCHAFT

- 14.1. If a shareholder violates the material obligations incumbent upon him under the general partnership agreement or under shareholder resolutions intentionally or through negligence, or if it has become impossible for him to fulfill these obligations, he may be excluded by resolution of the other shareholders.
- 14.2. The settlement amount is calculated in accordance with § 13.1 (market value) and is due for payment within 6 months of the date on which the shareholder is excluded, but at the earliest in three equal annual installments in accordance with § 13.2. § 13.3 applies accordingly.

6 15 NOTES

Announcements by the company to the shareholders shall be made in writing, unless they are made in accordance with Section 8.

7.4 facilities are provided - to the addresses last notified to the company.

§ 6 PROHIBITION OF COMPETITION OF THE GESELLSCHAFT

- 16.1. The shareholders may not, without the consent of all other shareholders, engage in any business relating to the affiliated companies (see 9.5.) (i.e. in particular the development, production, sale and installation of photovoltaic systems and their mountings) for their own account or for the account of third parties, nor appoint themselves as personally liable shareholders of a company in the same line of business or hold a position on the Management Board or Supervisory Board or as a managing director. This does not apply to any other contractual solution, or if all shareholders participate in the same company in any form whatsoever, as well as to the acts and management of the SST Group.
- 16.2. If a shareholder leaves the company or his share in the business is withdrawn, he is prohibited for a period of two years from working with one of the affiliated companies or the SST Group in any field of activity in which it was active at the time of his resignation or withdrawal.
- 16.3. In addition to other statutory claims (right to rescind the contract or damages), violation of the non-competition clause shall constitute grounds for exclusion pursuant to § 14 of this agreement and the shareholder violating the non-competition clause shall pay to the company a reasonable penalty of C 10,000 (in words: ten thousand) for each case of violation. Each two-week period of continued infringement shall be deemed an independent and autonomous fine.

6 27 [LEICHT] GCDT

Should a provision of this partnership agreement become ineffective or invalid, this shall not affect the validity of the remaining contractual provisions. The shareholders undertake to immediately replace the ineffective provision with one that comes closest to the economic purpose of the ineffective provision. The same applies if there are any gaps in the contract that need to be filled.

6 18 VOLLEGEACHT

The shareholders as well as the managing director of Aerocompact GmbH authorize RA flag Dr Manfred Schneoer, Lustenauerstraße 64, 6850 Dombim, to stipulate special provisions of the articles of association and to negotiate subsequent amendments or additions to the articles of association, including changes to the company name, provided that these are
a r e required to enter the company in the commercial register. In addition, the



The shareholder MNag Dr. Manfred **Schneoe**r has the power of attorney to accept all notifications, to transmit submissions and draw up documents and to do everything in general to ensure the rapid registration of the company.

6 E9 FOUNDING COSTS

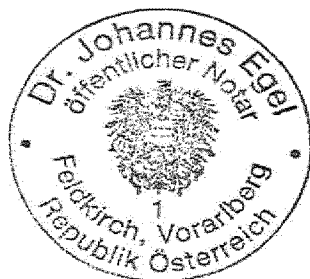
The costs, fees, taxes and expenses associated with the establishment and registration of the company are as follows
Charges of all kinds shall be paid in an appropriate amount according to the actual incurred
Expenses are recognized in the company's annual financial statements up to a maximum amount of
of Euro 2,000 - (Euro two thousand) will be borne by the company.

I certify that this wording of the articles of association of the company registered under FN 409227 f -----

- 1) in § 1 COMPANY and SEAT paragraph 1.1. with the wording as it appears in the minutes of the general meeting of the aforementioned company of November 9, 2021 (November nine, two thousand and twenty-one), in which the resolution on the amendment to the articles of association is notarized, -----
- 2) in the other points with the unchanged provisions of the complete wording of the articles of association of this company registered under FN 409227 f and filed with the Commercial Register of the Commercial Court of Feldkirch, which I have inspected today-----


matches. -----

Feldkirch, 10.11.2021 (November tenth, two thousand and twenty-one). -----




Dr. Johannes Egel
öffentlicher Notar

The figurative mark of the official seal pursuant to Section 13 (2) of the Notarial Code.

PICTURE OF THE ENVIRONMENTAL NATURE		
	Signatory	Mag.or. Johannes Egel public notary for notary's office Mag.Dr.
	Johannes Egel DateTime-UPC	2021-11-10T09:55:44Z
	Exhibit certificate a signature	Premium-Sig-05
	Information	Informationen zur Prüfung der elektronischen Signatur finden Sie unter: https://www.notar.at/signatur
	Verification information	Information on the verification of electronic signatures can be found at: https:// notar.at/signature .

11C

Declaration of establishment

(hereinafter also referred to as the "Declaration of Establishment")

§ 1

Company, registered office

- (1) The name of the company is

AEROCOMPACT Mounting Systems GmbH.

- (2) The registered office of the company is Satteins. The company is authorized to establish branches in Austria and abroad.

§ 2

Object of the company

- (1) The object and purpose of the company is the trade in goods of all kinds, in particular under the registered word mark Aerocompact, as well as the commercial exploitation of patents and licenses in Germany and abroad, in particular the registered word mark Aerocompact, and the production of mounting systems, in particular for solar systems.

- (2) The company is authorized to take over other similar companies, to lease such companies and to participate in such companies as well as to establish, acquire and own such subsidiaries.

- (3) In addition, the company is authorized to take all actions, transactions and measures that appear conducive to achieving the purpose of the company.

- (4) The company is also authorized to manage and represent companies in which it holds an interest.

- (5) The company is not authorized to conduct banking business.

§ 3

Duration of the company, financial year

- (1) The company is established for an indefinite period.

- (2) The first financial year ends on December 31 (in words: December thirty-first) following the entry of the company in the commercial register. Subsequently, the financial year begins on January 1 (in words: January first) and ends on December 31 (in words: December thirty-first) of the same calendar year.



Share capital

The share capital of the company amounts to EUR 35,000.00 (in words: Euro five and thirty thousand point zero) and is assumed in full by the shareholder as follows: - - - - -

AEROCOMPACT Holding GmbH, FN 519684 t, with its registered office in Satteins and its business address at Sonnenstrasse 10, 6822 Satteins, acquires a capital contribution in the amount of EUR 35,000.00 (in words: thirty-five thousand euros comma zero) and makes a cash payment of EUR 35,000.00 (in words: thirty-five thousand euros comma zero) before the company is entered in the commercial register. ----

Management and representation

- (1) The company is managed by one or more managing directors. -- -
- (2) The number of managing directors is determined by the General Meeting, which also decides on the appointment and dismissal of managing directors. -----
- (3) If only one managing director has been appointed, the company is represented by this managing director. If two or more managing directors have been appointed, the general meeting shall regulate the right of representation of the managing directors in the appointment resolution. --
- (4) The shareholders may adopt rules of procedure for the management. A resolution to amend the rules of procedure for the management requires unanimity.----- - - ---- -

- (5) The managing directors are authorized to appoint authorized signatories, provided that a resolution of the General Meeting has been passed in accordance with § 8 (4) of this declaration of incorporation. The right of representation of the authorized signatories is to be regulated in the respective appointment resolution. -
- (6) The managing directors are obliged towards the company and third parties to comply with all restrictions imposed on them by law, the declaration of incorporation or the shareholders' agreement when exercising their power of representation and managing the company.-----

Shares

- (1) The shares are divisible, transferable and inheritable. --
- (2) Any transfer against payment or free of charge (by way of individual or universal succession) or encumbrance (in particular but not exclusively any seizure) of shares in the company or parts thereof requires the prior consent of the General Meeting.

§ 7
Annual General Meeting

- (1) The General Meeting takes place at the company's registered office. However, General Meetings may also be held at any other location with the consent of all shareholders. General Meetings may be convened by letter or e-mail to the last postal or e-mail address provided by the shareholders, stating the agenda. -----

- (2) A period of at least 14 (in words: fourteen) days must elapse between the date on which the notice of meeting is sent and the date of the meeting. If the provisions on convening and announcing the agenda have been violated, resolutions can only be passed if all shareholders are present or represented and no shareholder objects. -----

- (3) General Meetings may also be held by telephone or video conference. The managing directors must make the necessary technical arrangements for this if required. -----

- (4) The Annual General Meeting decides in particular on the approval of the annual financial statements and on the appropriation of the balance sheet profit. In particular, the General Meeting may also decide to exclude all or part of the reported net profit from distribution to the shareholders.
- (5) The General Meeting passes its resolutions with a simple majority of the votes actually cast, unless this declaration of incorporation or mandatory statutory provisions stipulate a higher majority requirement. -----
- (6) The General Meeting shall constitute a quorum if all shareholders are present or duly represented at the General Meeting. If the General Meeting does not have a quorum according to this provision, it shall be reconvened with the same agenda with a notice period of ten (10) days, stating that a previous General Meeting without a quorum has taken place, whereby the General Meeting thus convened shall be limited to the items on this agenda. The General Meeting convened on the basis of the new invitation shall in any case constitute a quorum; this must be pointed out when the meeting is convened for the second time. In this case, the majority required by law or the declaration of incorporation is calculated according to the total number of votes present or validly represented at the General Meeting. -
- (7) Each full EUR 10.00 (in words: Euro ten point zero) of a capital contribution taken over grants one vote. Each shareholder must be entitled to at least one vote. -----

- (8) Voting by circulation is permitted within the framework of the statutory provisions (g 34 GmbHG). In this case, the majority required by law or this declaration of incorporation is calculated according to the total number of votes to which all shareholders are entitled.-----



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Actions and resolutions requiring approval

The following actions and/or resolutions of the managing directors require the prior written consent of the shareholder(s):

- (1) the audit and approval of the annual financial statements, the distribution of the balance sheet profit and the discharge of the managing directors and the members of the Supervisory Board, if such a board exists, as well as the appointment of auditors, if auditors are to be appointed; -----
- (2) the collection of payments on the capital contributions; -----
- (3) the repayment of additional contributions; -----
- (4) the decision as to whether procuration or power of attorney may be granted for the entire business operation; -----
- (5) the appointment and dismissal of managing directors as well as measures for auditing and monitoring the management, including the establishment of rules of procedure for the management; -----
- (6) the assertion of claims for damages to which the company is entitled against the managing directors, their deputies or the Supervisory Board arising from the establishment or management of the company, as well as the appointment of a representative to conduct litigation if the company cannot be represented by either the managing directors or the Supervisory Board; -----
- (7) the conclusion of contracts by which the company is to acquire existing or to be constructed assets or immovable property permanently intended for its business operations for a consideration exceeding one fifth of the share capital, as well as the amendment of such contracts to the detriment of the company, unless it concerns the acquisition of real estate by way of forced sale. This resolution must only be obtained in the first 2 (in words: two) years after the registration of the company in the commercial register and can only be passed with a majority of three quarters of the votes cast; -----
- (8) Capital increases and capital decreases as well as other changes to the declaration of incorporation; -----
- (9) the transfer of significant parts of the company or the company's assets; -----
- (10) all forms of reorganizations in accordance with the applicable corporate and tax law regulations; -----
- (11) the liquidation of the company; -----



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- (12) all matters that the management or a managing director submits to the General Meeting for resolution.-----

Final provisions

- (1) Announcements of the company are made in writing to the addresses last notified to the company for registration in the commercial register.
- (2) The fees and costs associated with the formation and registration of the company up to a maximum amount of EUR 7,000.00 (in words: seven thousand point zero euros) shall be borne by the company. The formation costs are to be included as an expense in the first annual financial statements up to the maximum amount mentioned.
- (3) The shareholders hereby irrevocably authorize Bamert Egermann Illigasch Rechtsanwälte GmbH FN 273397 f Rosenbursenstraße 2/15 1010 Vienna to make any changes to the declaration of incorporation that may be necessary for the registration of the company in their name.-----
- (4) Soweit diese Errichtungserklärung nichts anderes bestimmt, gilt für die Gesellschaft das Gesetz über Gesellschaften mit beschränkter Haftung.





Annual financial statements (closing balance
sheet)

as of March 31, 2022

AEROCOMPACT Europe GmbH

Gewerbestrasse 14
6822 Satteins

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Asset
s

31.3.2022 € 31.12.2021
C C

A. Fixed assets

I. Intangible assets

1. software

421.164,40 422.742,00

II Property, plant and equipment

1. buildings on third-party land

64.482,00 67.616,00

2. Technical equipment

189.033,00 156.657,00

3. operating and office equipment

186.385,49 137.354,16

III. financial assets

1. Securities (book-entry securities) held as fixed assets

150,00 150,00
861.214,89 784.519,16

B. Current assets

1. inventories

1. raw materials, consumables and supplies

262.421,28 89.752,76

2. goods

6.729.700,46 4.926.260,81

3. advance payments made

2.086.759,65 910.330,81
9.078.881,39 5.928.344,38

II. receivables and other assets

1. Trade receivables

708.306,81 307.545,71

2. Receivables from affiliated companies thereof from deliveries and services

2.814.793,79 1.413.329,28
2.814.793,79 1.413.329,28

3. Other receivables and assets

92.956,80 195.438,78
3.616.057,40 1.916.313,77

III. cash on hand, bank balances

1.523.708,67 603.956,06
14.218.687,46 8.448.614,21

C. Prepaid expenses and deferred charges

Total assets

44.317,54 88.830,82
15.124.179.899 321.964,19
liabilities

Liabilities

31.3.2022 31.12.2021
C C

A. Equity

I. called-up share capital

capital stock acquired one-inclusive startmkapital

135.000,00 135.000,00
7.500,00 35.000,00
135.000,00 135.000,00

II, Retained earnings

4.139.524,60 2.275.301,92

thereof retained earnings

2.275.301,92 693.596,6

4.274.524,60 2.410.301,92

B. Investment grants

4.620,80 11.669,60

C. Provisions

1. tax provisions

1.195.225,00 571.030,00

2. other provisions

413.780,12 159.874,98
1.609.005,12 730.904,98

D. Liabilities

1. liabilities to banks

3.450.381,67 3.451.124,89

2. Advance payments received on orders

1.188.708,36 575.704,79

3. trade accounts payable

2.433.858,11 1.074.796,11

4. liabilities to affiliated companies of which from deliveries and services

1.494.856,00 118.297,53
1.494.856,00 118.297,53

5. other liabilities

thereof from taxes
Cayon as part of the social Stierheil

668.225,23 949.164,37
179.699,71 141.46,37
73.925,92 77.227,79
9.236.029,37 6.169.087,69

W. C. J.

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	2022 C	2021 E
1. Sales revenue	12.713.867,42	25.041.646,42
2. other operating income	107,84	0,00
3. cost of materials and other purchased services Manufacturing services		
a) Cost of materials	7.037.467,59	13.744.522,74
b) Expenses for purchased services	147.414,9 5	257.788,7 7
	7.184.882,54	14.002.311,51
4. Personnel expenses		
a) Salaries	965.739,48	3.062.593,01
b) Social expenses	48.184,2 1	218.297,7 7
	1.013.923,69	3.280.890,78
5. Depreciation and amortization		
a) intangible fixed assets and property, plant and equipment	98.625,37	404.686,27
6. Other operating expenses	1.904.506,7 9	5.185.060,0 7
7. Subtotal of items 1 to 6 (operating result)	2.512.036,87	2.168.697,79
8. Other interest and similar income	0,05	0,00
9. interest and similar expenses	23.182,2 4	66.812,5 6
10. subtotal of items 8 to 9 (financial result)	-23.182,1 9	- 66.812,5 6
11. earnings before taxes (sum of line 7 and line 10)	2.488.854,68	2.101.885,23
12. taxes on income	624.632,0 0	520.180,0 0
13. result after taxes	1.864.222,6 8	1.581.705,2 3
14. net income for the year	1.864.222,68	1.581.705,23
15. profit carried forward from the previous year	2.275.301,9 2	693.596,6 9
16. retained earnings	4.13.9.524,6 0	2.275.301,92

3. Appendix

3.1. Accounting and valuation methods

3.1.1. General principles

The annual financial statements were prepared in accordance with the provisions of Sections 189 et seq. of the Austrian Commercial Code (UGB) in compliance with generally accepted accounting principles and the general standard of presenting a true and fair view of the company's net assets, financial position and results of operations.

In preparing the annual financial statements, the principle of completeness was applied in accordance with the legal regulations are complied with.

The valuation of the individual assets and liabilities was based on the principle of individual valuation and assumes that the company will continue as a going concern.

The principle of prudence was taken into account by only reporting profits realized on the balance sheet date. All identifiable risks and impending losses were taken into account where required by law.

3.1.2. Fixed assets Intangible

fixed assets

The acquired intangible assets were valued at acquisition cost, which was adjusted by the are reduced by depreciation and amortization.

Scheduled depreciation was carried out using the straight-line method.

The following useful lives were used as a basis for depreciation:

	Useful life in years	
software	3,00	6,00

Property, plant and equipment

Property, plant and equipment were measured at cost less depreciation.

Scheduled depreciation was carried out using the straight-line method.

The following useful lives were used as a basis for scheduled depreciation:

	Useful life in years	
Buildings on third-party land	16,00 - 50,00	
Technical installations	4,00	16,00
Operating and office equipment	3,00	10,00



PATENT

REEL: 069071 FRAME: 0052

Financial assets

Financial assets were recognized at the lower of cost or fair value as of the balance sheet date. valued at the balance sheet date.

3.1.3. Current assets

Inventories

Raw materials, consumables and supplies as well as merchandise were valued at the lower of cost or market.

The acquisition costs were determined individually or using the moving average price method. Advance payments are valued at acquisition cost.

Receivables and other assets

Receivables and other assets were recognized at their nominal value. Receivables denominated in foreign currencies were measured at the lower of the exchange rate at the date of origin or the selling rate at the balance sheet date. In the case of identifiable individual risks, the lower fair value was applied.

3.1.4. Provisions Other provisions

In accordance with the principle of prudence, all identifiable risks and contingent liabilities at the time the balance sheet was prepared were recognized in other provisions at the best estimate of the amount required to settle the obligation. All provisions have a term of less than one year.

3.1.5. Liabilities

Liabilities were recognized at their settlement amount.

3.1.6. Currency conversion

Foreign currency receivables were valued at the lower of cost or exchange rate on the balance sheet date.

Foreign currency liabilities were recognized at the higher of the purchase price or the exchange rate. valued at the balance sheet date.

3.1.7. Changes in accounting and valuation methods

The accounting and valuation methods applied to date have been retained in the preparation of these annual financial statements.

3.2. Notes to the balance sheet and income statement

3.2.1. Notes to the balance sheet

Fixed assets

The development of the individual fixed asset items and the breakdown of depreciation and amortization by individual items are shown in the following statement of changes in fixed assets:

	Acquisition/production costs		Accumulated amortization		Book value
	1.1.2022	Access	1.1.2022	Depreciation and amortization	1.1.2022
	31.3.2022 EUR	Departures EUR	31.3.2022 EUR	Attributions EUR	31.3.2022 EUR
Fixed assets Intangible assets					
Assets					
Software	1.310.080,97	49.949,00	887.338,97	51.526,60	422.742,00
	1.360.029,97	0,00	938.865,57	0,00	421.164,40
Property, plant and equipment					
Buildings on third-party land	90.295,60	1.165,50	22.679,60	4.299,50	67.616,00
	91.461,10	0,00	26.979,10	0,00	64.482,00
Technical installations	315.166,91	41.754,70	158.509,91	9.378,70	156.657,00
	356.921,61	0,00	167.888,61	0,00	189.033,00
Operating and Office equipment	319.515,96	59.428,74	182.161,80	10.397,41	137.354,16
	378.944,70	0,00	192.559,21	0,00	186.385,49
	724.978,47	102.348,94	363.351,31	24.075,61	361.627,16
	827.327,41	0,00	387.426,92	0,00	439.900,49
Financial assets					
Securities (uncertificated securities)	150,00	0,00	0,00	0,00	460,00
of fixed assets	150,00	0,00	0,00	0,00	150,00
Total assets movement schedule	2.035.209,44	152.297,94	1.250.690,28	75.602,21	784.519,16
	2.187.507,38	0,00	1.326.292,49	0,00	861.214,89

Claims

All receivables have a remaining term of less than one year.

Investment grants

Breakdown of investment grants by individual fixed asset item and development during the period 1-3/2022:

	Status	Resolution	Allocation	As at 31.3.2022
	1.1.2022	n	EUR	EUR
	EUR	EUR	EUR	EUR
Investment grants			0,00	4.620,80
previous year	11.669,60	7.048,80	11.669,60	11.669,60
	0,00	0,00		

Provisions

Composition and development of provisions:

	Status 1.1.2022 EUR	Use EUR	Allocation EUR	As at 31.3.2022 EUR
Tax provisions				
Provision for Corporate income tax	571.030,00	0,00	624.195,00	1.19Ti.225,00
Other provisions				
Provision for Year-end closing and -testing	21.800,00	0,00	0,00	21.800,00
Provision for not yet Vacations taken	96.744,12	0,00	49.777,70	146.521,82
Provision for special payments	0,00	0,00	109.1z7,44	109.127,44
Other provisions	41.330,86	5.000,00	100.000,00	136.330,86
	<u>159.874,98</u>	<u>5.000,00</u>	<u>258.905,14</u>	<u>413.780,12</u>
Total provisions	<u>730.904,98</u>	<u>5.000,00</u>	<u>883.100,14</u>	<u>1.609.005,12</u>

Liabilities

	Total amount EUR	thereof Remaining term between 1 and 5 years EUR	thereof Remaining term over 5 years EUR	thereof in rem collateralized Type of Fuse EUR	thereof passive Anticipations EUR
Liabilities					
Liabilities to banks	3.450.381,67	910.698,06	0,00	0,00	0,00
Previous year	3.451.124,89	955.714,28	0,00	0,00	0,00
Advance payments received on					
Orders	1.188.708,36	0,00	0,00	0,00	0,00
previous year	575.704,79	0,00	0,00	0,00	0,00
Liabilities from Deliveries and					
Services	2.433.858,11	0,00	0,00	0,00	0,00
previous year	1.074.796,11	0,00	0,00	0,00	0,00
Liabilities vis-à-vis affiliated					
The company	1.494.856,00	0,00	0,00	0,00	0,00
Previous year	118.297,53	0,00	0,00	0,00	0,00
thereof from deliveries and					
Le/stungen	1.494.856,00	0,00	0,00	0,00	0,00
Previous year	118.297,53	0,00	0,00	0,00	0,00
Other liabilities	668.225,23	0,00	0,00	0,00	0,00
Previous year	949.164,37	0,00	0,00	0,00	0,00
thereof from taxes	179.699,71	0,00	0,00	0,00	0,00
previous year	141.146,37	0,00	0,00	0,00	0,00
of which in the context of social					
Security	73.925,92	0,00	0,00	0,00	0,00
Previous year	17.227,19	0,00	0,00	0,00	0,00
Total liabilities	<u>9.236.029,37</u>	<u>910.698,06</u>	<u>0,00</u>	<u>0,00</u>	<u>0,00</u>
Previous year	<u>6.169.087,69</u>	<u>955.714,28</u>	<u>0,00</u>	<u>0,00</u>	<u>0,00</u>




AEROCOMPACT Europe GmbH

3.2.2. Notes to the income statement

The income statement was prepared using the nature of expense method.

3.3. Other information

3.3.1. Executive bodies **and employees of the company**

The company's management was composed as follows on the balance sheet date and at the time the balance sheet was prepared:

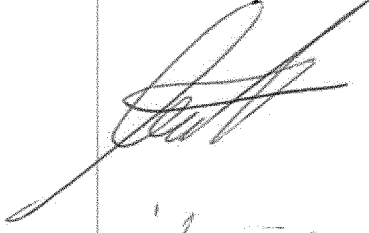
Mathias Muther, MBA (since January 30, 2014)

Ganahl Manfred, MBA MSc (since April 21, 2022)

The average number of employees during the period 1-3/2022 is 44 (average 2021: 35).

3.3.2. Affiliated companies

AEROCOMPACT Holding GmbH, Sateins
AEROCOMPACT India Pvt. Ltd, Dehli (India)
AEROCOMPACT Inc., Matthews (USA)
AEROCOMPACT Germany GmbH, Lindau (Germany)


.....
Datum, Unterschriften der Geschäftsführer

General terms and conditions for public accounting professions (AAB 2018)

Recommended by the Board of the Chamber of Tax Consultants and Auditors most recently by resolution dated 18.04.2018

Preamble and general information

(1) Contract within the meaning of these terms and conditions means any Vcontract for services to be provided by a person entitled to exercise a public accounting profession in the exercise of this profession (both factual activities and the procurement or execution of legal transactions or legal acts, in each case within the scope of §§ 2 or 3 of the Austrian Public Accounting Professions Act 2017 (WTBG 2017). The parties to the contract are hereinafter referred to as "contractor" on the one hand and "client" on the other).

(2) These General Terms and Conditions of Contract for Public Accounting Services are divided into two parts: The Terms and Conditions of Contract in Part I apply to contracts in which the performance of the contract is part of the business of the client (contractor pursuant to the Austrian Consumer Protection Act (KSchG)). They apply to consumer transactions pursuant to the Austrian Consumer Protection Act (Bundesgesetz vom 8. März 1979/BGBl. No. 440 in the currently valid version) insofar as Part II does not contain any deviating provisions for these.

(3) In the event that an individual provision is invalid, it shall be replaced by an effective provision that comes as close as possible to the intended purpose.

I. PART

1. Scope and execution of the order

(1) The scope of the order usually results from the written order agreement between the client and the contractor. In the absence of a detailed written order agreement, (y)-(4) applies in case of doubt:

(2) When tax advisory services are commissioned, the advisory activity includes the following activities

a) Preparation of the annual tax returns for income or corporation tax and value added tax on the basis of the annual financial statements to be submitted by the client or (if agreed accordingly) prepared by the contractor and other statements and evidence required for taxation. Unless expressly agreed otherwise, the statements and evidence required for taxation shall be provided by the client.

b) Examination of the notifications regarding the declarations mentioned under a).

c) Negotiations with the tax authorities in connection with the declarations and notices mentioned under a) and b).

d) Participation in operational audits and evaluation of the results of operational audits with regard to the taxes mentioned under a).

e) Participation in the appeal proceedings with regard to the taxes mentioned under a).

If the Contractor receives a flat fee for ongoing tax advice, the activities mentioned under d) and e) shall be honored separately in the absence of any other written agreements.

(3) Insofar as the preparation of one or more annual tax return(s) is part of the assignment accepted, this does not include the review of any special legal requirements or the review of whether all possible benefits, in particular under VAT law, have been taken advantage of, unless there is a demonstrable mandate to do so. t

(4) The obligation to provide other services in accordance with Sections 2 and 3 WTBG 2017 requires a separate commission.

(5) The above paragraphs (2) to (4) do not apply to expert activities

(6) The Contractor shall be under no obligation to perform, warn or clarify the scope of the order hinaus.

(7) The Contractor is entitled to make use of suitable employees and other vicarious agents (subcontractors) for the execution of the order, as well as to be substituted by an authorized professional in the execution of the order. Employees within the meaning of these Terms and Conditions shall mean all persons who support the Contractor in its operational activities on a regular or permanent basis, irrespective of the type of legal basis.

(8) The Contractor shall only take Austrian law into account when providing its services; foreign law shall only be taken into account if expressly agreed in writing.

(9) If the legal situation changes after the final written or verbal professional statement has been made, the Contractor shall not be obliged to inform the Client of any changes or the resulting consequences. This shall also apply to self-contained parts of an order.

(10) The client is obliged to ensure that the data provided by it may be processed by the contractor in the context of the provision of services. In this respect, the client must in particular, but not exclusively, observe the applicable data protection and labor law provisions.

(11) If the external party submits an application to an authority electronically, it acts - in the absence of an express agreement to the contrary - merely as a messenger and this does not constitute a declaration of intent or knowledge attributable to it or a duly authorized representative.

(12) The Client undertakes not to employ persons who are or were employees of the Contractor during the contractual relationship during and within one year after termination of the contractual relationship in its company or in a related company, failing which it undertakes to pay the Contractor an annual salary for the employee taken on.

2. Client's duty of disclosure: Declaration of completeness

(1) The client must ensure that all documents necessary for the execution of the order are submitted to the contractor in a suitable form on the agreed date and, if such a date is not agreed, in good time and that the contractor is informed of all processes and circumstances that may be of importance for the execution of the order. This also applies to documents, processes and circumstances that only become known during the Contractor's work.

(2) The Contractor is entitled to regard the information and documents provided by the Client, in particular figures, as correct and complete and to base the order on them. The Contractor shall not be obliged to ascertain inaccuracies without a separate written order. This also applies in particular to the correctness and completeness of invoices. However, if the Contractor discovers any inaccuracies, it must inform the Client accordingly. He must protect the rights of the client in the financial proceedings.

(3) The client must confirm to the contractor in writing the completeness of the documents submitted and the information and explanations provided in the case of inspections, expert opinions and expert work.

(4) If significant risks have not been disclosed by the client in the preparation of annual financial statements and other financial statements, the contractor shall have no obligation to pay 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, are not binding. The same shall apply to any fee estimates: these are made to the best of our knowledge; however, they are always non-binding.

(6) The Client must provide the Contractor with current contact details (in particular delivery address). The Contractor may rely on the validity of the contact details last provided by the Client until new contact details are provided, in particular delivery to the address provided last.

3. Securing the independence

(1) The Client is obliged to take all precautions to prevent the independence of the Contractor's employees from being jeopardized and must itself refrain from jeopardizing this independence. This applies in particular to offers for employment and to offers to accept orders for own account.

(2) The Client acknowledges that its personal data required for this purpose, as well as the type and scope of the services agreed between the Contractor and the Client (both audit and non-audit services), including the period of performance, will be processed for the purpose of verifying the existence of grounds for bias or exclusion and conflicts of interest in any network to which the Contractor belongs and will also be transmitted abroad for this purpose to the usual members of this network. For this purpose, the Client expressly releases the Contractor from its duty of confidentiality in accordance with the Data Protection Act and pursuant to Section 80 Abs 4 Z 2 WTBG 2017.

4. Reporting and communication

(1) (Reporting by the Contractor) Unless otherwise agreed, a written report must be submitted for inspections and appraisals.

(2) (Communication to the client) All order-related statements and comments, including reports, (including statements of knowledge) of the contractor, its employees, other vicarious agents or substitutes ("professional statements") shall only be binding if they are made in writing. Professional statements in electronic file form which are made, transmitted or confirmed by fax or e-mail or using similar forms of electronic communication (storage- and independent and not by telephone, e.g. SÜS) are deemed to be in writing; this applies exclusively to professional statements. The risk of the issuance of professional statements by unauthorized persons and the risk of their transmission shall be borne by the issuer.

(3) (Communication to the Client) The Client hereby agrees that the Contractor may accept electronic communication with the Client (e.g. via e-mail) in unencrypted form. The Client declares that it is aware of the risks associated with the use of electronic communication (in particular access, confidentiality, alteration of messages in the course of transmission). The Contractor, its employees, other vicarious agents or substitutes shall not be liable for any damage caused by the use of electronic means of communication.

(4) (Communication to the Contractor) The receipt and forwarding of information to the Contractor and its employees is not always guaranteed when using the telephone - especially in conjunction with automatic answering systems, fax, Orders and important information shall therefore only be deemed to have been received by the Contractor if they have also been received physically (not televerbally or electronically), unless receipt is expressly confirmed in individual cases. Automatic transmission and reading confirmations shall not be deemed to be such express confirmations of receipt. This applies in particular to the transmission of notices and other information about deadlines. Critical and important notifications must therefore be sent to the Contractor by post or courier. The handover of documents to employees outside the law firm shall not be deemed to be a handover.

(5) (General) In this respect, written does not mean otherwise specified in point 4 (2), written is § 886 ABGB (signature). An advanced electronic signature (Ari 26 eIDASVO, (EU) No. 910/2014) fulfills the requirement of written form pursuant to Section 886 ABGB (legality), insofar as this is within the parties' disposition.

(6) (Advertising information) The Contractor shall send the Client general tax law and general business law information electronically (e.g. by e-mail). The client acknowledges that he has the right to object to the sending of direct advertising at any time.

5. Protection of the contractor's intellectual property

(1) The client is obliged to ensure that the reports, expert opinions, organizational plans, drafts, drawings, calculations and the like prepared by the contractor within the scope of the order are only used for the purposes of the order (e.g. in accordance with § 44 para. 3 EStG 1988). In general, the disclosure of written as well as oral professional statements of the contractor to a third party for the purpose of

Nutrition of the contractor's written consent.

(2) The use of both written and oral professional statements of the Contractor for advertising purposes is not permitted; a violation entitles the Contractor to terminate without notice all orders not yet executed by the Client.

(3) The Contractor shall be entitled to the copyright to its services. The granting of rights of use shall be subject to the written consent of the Contractor.

6. Mängel elimination

(1) The Contractor shall be entitled and obliged to correct any subsequent inaccuracies and deficiencies in its written and oral professional statements and shall be obliged to inform the Client thereof without delay. He shall also be entitled to inform third parties of the change to the original professional statement.

(2) The Client shall be entitled to the rectification of errors free of charge if the Contractor is responsible for them; this entitlement shall expire six months after the Contractor's performance or - if a written professional statement is not provided - six months after the end of the Contractor's objectionable activity.

(3) The client shall be entitled to a reduction in price if the rectification of any defects fails. Insofar as claims for damages exist beyond this, point 7 shall apply.

7. Liability

(1) All liability provisions apply to all disputes in connection with the contractual relationship, regardless of the legal grounds. The Contractor shall only be liable for damages in connection with the contractual relationship (including its termination) in the event of intent and gross negligence. The applicability of § 1298 SaQ 2 ABGB is excluded.

(2) In the event of gross negligence, the client's obligation to pay compensation shall amount to a maximum of ten times the minimum sum insured under the professional liability insurance in accordance with Section 11 of the Austrian Act on Business Consultancy Professions ZQ17 (WTBG 2017), as amended.

(3) The limitation of liability pursuant to item 7 (2) refers to the individual case of damage. The individual case of damage includes all consequences of a breach of duty irrespective of whether damage has occurred in one or several consecutive years. Multiple acts or omissions based on the same or similar sources of error shall be deemed a single breach of duty if the matters in question are legally and economically connected. A uniform damage is a single case of damage, even if it is based on several breaches of duty. Furthermore, except in the case of willful damage, the contractor shall not be liable for loss of profit or for incidental, consequential, incidental or similar damages.

(4) Any claim for damages may only be asserted in court within six months of the claimant(s) becoming aware of the damage, but at the latest within three years of the occurrence of the (primary) damage after the event giving rise to the claim, unless other limitation periods are stipulated by law.

(5) In the case of the (factual) applicability of § 275 UGB, its liability standards also apply if several persons were involved in the execution of the order or if several acts liable for compensation have been committed and regardless of whether other parties have acted intentionally.

(6) In cases in which a formal audit opinion is issued, the warranty period begins at the latest when the audit opinion is issued.

(7) If the work is carried out with the involvement of a third party, e.g. a data processing company, any claims for warranty and damages against the third party arising under the law or contract shall be deemed to have been assigned to the Client upon notification of the Client. The Contractor shall, without prejudice to point 4 (3), only be liable in this case for negligence in the selection of the third party.

(8) Any liability of the Contractor towards third parties is excluded in any case. If Drille comes into contact with the Contractor's office because of the Client in any form whatsoever, the Client must expressly inform the Contractor of this circumstance. Insofar as

If such an exclusion of liability is not permitted by law or if liability towards third parties has been assumed by the Contractor by way of exception, these limitations of liability shall in any case also apply to third parties. In any case, third parties shall not be entitled to assert any claims that go beyond an existing claim of the client. The maximum amount of liability shall only apply once in total for all injured parties, including the claims for compensation of the client itself, even if several persons (the client and a third party or several third parties) have been injured; injured parties shall be compensated according to their occurrence. The Client shall indemnify and hold the Contractor and its employees harmless from and against any and all claims of third parties in connection with the disclosure of written and oral professional statements of the Contractor to such third parties.

(9) Clause 7 shall also apply to any liability claims of the Client in connection with the contractual relationship against Drifter (the Contractor's vicarious agents) and the Contractor's substitutes.

8. Duty of confidentiality, data protection

(1) Pursuant to Section 80 WTBG 2017, the Contractor is obliged to maintain confidentiality about all matters that become known to it in connection with its work for the Client. S till secrecy, unless the client releases him from this obligation of secrecy or statutory duties of disclosure conflict with this.

(2) The Contractor shall be released from its professional duty of confidentiality insofar as this is necessary to pursue claims by the Client (in particular claims for fees) or to defend against claims against the Contractor (in particular claims for damages by the Client or third parties against the Contractor).

(3) The Contractor may only issue reports, expert opinions and other written professional statements on the results of its activities with the consent of the Client, unless there is a legal obligation to do so.

(4) The Contractor is the data controller within the meaning of the General Data Protection Regulation ("GDPR") with regard to old personal data processed within the scope of the order. The Contractor is therefore authorized to process personal data entrusted to it within the limits of the order. Materials provided to the Contractor (paper and data carriers) shall be handed over to the Client or to third parties named by the Client or, if this has been agreed separately, shall be kept or stored by the Contractor after completion of the relevant service provision. The Contractor shall be entitled to retain copies of these to the extent necessary for the proper documentation of its services or if it is legally or professionally required.

(5) If the Contractor assists the Client in fulfilling the obligations incumbent on the Client as the party responsible for data protection vis-à-vis data subjects, the Contractor shall be entitled to charge the Client for the actual expenses incurred. The same shall apply to the expenses incurred for information in connection with the contractual relationship, which is provided to third parties after the client has released them from the obligation of confidentiality.

9. Resignation and termination ("Beendigung")

(1) The declaration of termination of an order must be made in writing (see also point. 4 (4) and (5)). The extinction of an existing power of attorney does not terminate the contract.

(2) Unless otherwise agreed in writing or prescribed by law, the contracting parties may terminate the contract at any time with immediate effect. The fee claim shall be determined in accordance with point 11.

(3) However, a standing order (fixed or open-ended order for, albeit not exclusively, the provision of recurring services, including with a lump sum payment) may only be terminated at the end of a calendar month subject to a notice period of three months ("termination period"), unless otherwise agreed in writing.

(4) After declaration of termination of a standing order - unless otherwise stipulated in the following, only those individual works shall still be completed by the Contractor (remaining order status), the continuous execution of which is (in principle) possible within the termination period, provided that these are notified to the Client in writing within one month of the start of the period of termination within the meaning of point 4. (2) shall be announced. The remaining order backlog shall be completed within the completion period, provided that all necessary

documents are made available in due time and unless there is a valid reason for not doing so.

(5) If, in the case of a standing order, more than 2 similar works (e.g. annual financial statements, tax returns, etc.), which are usually only to be completed once a year, are to be completed, the works in excess of 2 shall only be included in the remaining order status with the express consent of the client. The client must be expressly informed of this circumstance in the notification in accordance with point 9 (4).

10. Termination in the event of default of acceptance and failure to cooperate on the part of the client and legal obstacles to execution

(1) If the client is in default with the acceptance of the service offered by the contractor or if the client fails to perform a service incumbent upon it in accordance with point 2 or otherwise, the contractor shall be entitled to terminate the contract without notice. The same shall apply if the Client demands (even partial) execution of the order which, in the Contractor's justified opinion, does not correspond to the legal situation or customary professional principles. The Contractor's fee claims shall be determined in accordance with Clause 11. Delay in acceptance and failure to cooperate on the part of the Client shall also entitle the Contractor to compensation for the additional expenses incurred by it as well as the damage caused if the Client does not exercise its right of termination.

(2) In the case of contracts concerning the keeping of books, the assumption of personnel processing or tax accounting, termination without notice by the Contractor pursuant to Section 10 (1) is permissible if the Client demonstrably fails to fulfill its obligation to cooperate pursuant to Section 2 (1) twice.

11. Fee claim

(1) If the order is not executed (e.g. due to withdrawal or If the order is not executed (e.g. due to withdrawal or termination), the Contractor shall nevertheless be entitled to the agreed remuneration (fee) if he was prepared to perform and was prevented from doing so due to circumstances caused by the Client, in which case the Contractor's contributory negligence shall be excluded; in this case, the Contractor shall not be required to take into account what he acquires or fails to acquire through other use of his and his employees' labor.

(2) Upon termination of a standing order, the agreed fee shall be due for the remaining order status if it is completed or if this is not done for reasons attributable to the client (reference is made to point 11. (1)). Agreed lump-sum fees shall be prorated if necessary.

(3) If the Contractor fails to perform the work, the Contractor shall also be entitled to set a reasonable deadline for the Contractor to make up for this, with the declaration that the contract shall be deemed terminated if the deadline expires without result, otherwise the consequences of Section 11 (1) shall apply.

(4) In the event of non-compliance with the termination deadline pursuant to Section 9 (3) by the Client, as well as in the event of termination of the contract pursuant to Section 10 (2) by the Contractor, the Contractor shall retain the full fee claim for three months.

12. Fee

(1) Unless gratuitousness has been expressly agreed, an appropriate final fee shall be owed in any case in accordance with § 9 1004 and § 1152 ABGB. The amount and nature of the contractor's fee claim shall be determined by the agreement concluded between him and his client.

(2) The smallest chargeable service unit is one Viena hour.

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

(4) The study of files in the contractor's own office, which is necessary for the contractor's preparation in terms of type and scope, can be offset.

(5) If an already agreed fee proves to be inadequate due to special circumstances that subsequently emerge or due to special demands by the client, the contractor must inform the client of this and renegotiations must be conducted to agree an appropriate fee (even in the case of inadequate flat-rate fees).

(6) The Contractor shall charge the ancillary costs and VAT in addition. Examples, but not exhaustive, are given in (7) to (9):

(7) Allowable incidental expenses also include vouched or paid cash expenses, travel expenses (in the case of 1st class rail travel), per diems, mileage allowance, copying costs and similar incidental expenses.

(8) In the case of special compulsory liability insurance requirements, the insurance premiums (including insurance tax) are included in the ancillary costs.

(9) Furthermore, personnel and material expenses for the preparation of reports, expert opinions, etc. are also to be regarded as ancillary costs.

(10) For the execution of an order whose joint execution has been assigned to several contractors, each contractor shall be charged the remuneration corresponding to its activity.

(11) Unless otherwise agreed, fees and advances on fees are due immediately after their written assertion. Interest on arrears may be charged for payments made later than 14 days after the due date. In the case of mutual entrepreneurship, interest on arrears shall apply in the amount specified in § 4:61 1st and 2nd sentence UGB.

(12) The limitation period shall be governed by § 1486 ABGB and shall begin to run at the end of the service or with the later rendering of account within a reasonable period of time.

(13) Objections to invoices may be raised in writing with the contractor within 4 weeks of the invoice date. Otherwise the invoice shall be deemed accepted. The inclusion of an invoice in the books shall in any case be deemed as acknowledgement.

(14) The application of § 934 ABGB in the sense of § 351 UGB, i.e. rescission due to reduction by more than half for transactions between companies, is waived.

(15) If a lump-sum fee has been agreed for assignments concerning the keeping of books, the processing of personnel or the settlement of taxes, the representation in connection with tax and contribution audits of all kinds, including the conclusion of settlements on tax assessment or contribution bases, reporting, appeals, etc., shall be remunerated separately unless otherwise agreed in writing. Unless otherwise agreed in writing, the fee shall be deemed to be agreed for one contract year in each case.

(16) The processing of special individual questions in connection with the activities mentioned in point 12 (15), in particular determinations regarding the existence of compulsory insurance in principle, shall only be carried out on the basis of a special mandate.

(17) The Contractor may demand corresponding advance payments and make its (continued) activity dependent on the payment of these advance payments. In the case of standing orders, the provision of further services may be refused until payment of previous services (as well as any advance payments in accordance with Salt 1). This shall apply mutatis mutandis to the provision of partial services and outstanding partial remuneration.

(18) Complaints about the Contractor's work shall not entitle the Contractor to withhold the fees, other remuneration, cost reimbursements and advances (remuneration) to which it is entitled under Section 12, except in the case of obvious material defects.

(19) Offsetting against the Contractor's claims for remuneration in accordance with item 12. is only permitted with undisputed or legally established claims.

13. Miscellaneous

(1) In connection with item 12. (17), reference is made to the statutory right of retention (§ 471 ABGB, § 369 UGB); if the right of retention is exercised unjustly, the Contractor shall be liable in principle in accordance with item 7. but in deviation from this only up to the amount of its outstanding claim.

(2) The Client shall have no claim to the disclosure of working papers and similar documents created by the Contractor in the course of fulfilling the order. In the event that the order is fulfilled using electronic accounting systems, the Contractor shall be entitled, after handover of all data created by the contractor in connection with the order, for which the client has a retention obligation, to

in a structured, common and machine-readable format to the client or to the subsequent economic operator to delete the data. The Contractor shall be entitled to an appropriate fee for the transfer of this data in a structured, common and machine-readable format (point 12 shall apply mutatis mutandis). If it is impossible or impracticable to hand over this data in a structured, common and machine-readable format for special reasons, it can be handed over in full instead. In this case, no remuneration shall be due.

(3) The Contractor shall, at the request and expense of the Client, return all documents which it has received from the Client in connection with its work. However, this shall not apply to correspondence between the Contractor and its Client and to documents which the Client possesses in original form and to documents which are subject to a storage obligation in accordance with the legal provisions applicable to the Contractor to prevent money laundering. The Contractor may make copies or photocopies of documents which it returns to the Client. If these documents have already been returned to the Client, the Contractor shall be entitled to an appropriate fee (point 12. shall apply mutatis mutandis).

(4) The client must collect the documents handed over to the contractor within 3 months of completion of the work. If documents handed over are not collected, the Contractor may, after two demonstrable requests to the Client to collect the documents handed over, return them at the Client's expense and/or charge an appropriate fee (point 12. shall apply mutatis mutandis). Further storage may also be carried out by the Contractor at the Client's expense. Furthermore, the Contractor shall not be liable for the consequences of damage, loss or destruction of the documents, loss or destruction of the documents.

(5) The Contractor shall be entitled to offset fee claims due with any deposit balances. The Contractor shall be entitled to offset due fee claims with any deposit balances, clearing monies, trust monies or other liquid funds in its custody, even in the event of express safekeeping, provided that the Client had to expect a counterclaim from the Contractor.

(6) In order to secure an existing or future fee claim, the Contractor shall be entitled to transfer a financial credit balance or another tax or contribution credit balance of the Client to another account. In this case, the client shall be notified of the transfer. Thereafter, the secured amount may be collected either in agreement with the client or if the fee claim is enforceable.

14. Applicable law, place of performance, jurisdiction

(1) The order, its execution and any claims arising therefrom shall be governed exclusively by Austrian law to the exclusion of the national law of conflict of laws.

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

(3) The place of jurisdiction is - in the absence of a very different Vagreement - the competent court of the place of performance.

II. PART

15. Supplementary provisions for consumer transactions

- (1) The mandatory provisions of the Consumer Protection Act apply to contracts between trustees and consumers.
- (2) The Contractor shall only be liable for intentional and grossly negligent breach of the obligations assumed.
- (3) Apart from the limit specified in Section 7 (2), the contractor's obligation to pay compensation shall not be limited even in the event of gross negligence.
- (4) Item 6 (2) (First for claim for defects) and item 7 (2) (Claim for defects) 4 (assertion of claims for damages within a certain period) does not apply.
- (f) Right of withdrawal pursuant to § 3 KSchG:

If the consumer has not submitted his contract declaration in the office premises permanently used by the contractor, he may withdraw from his contract application or from the contract. This withdrawal may be declared up to the conclusion of the contract or thereafter within one week; the period shall commence with the delivery to the consumer of a document containing at least the name and address of the contractor as well as instructions on the right of withdrawal. The consumer is not entitled to the right of withdrawal,

1. if he himself has initiated the business contact with the contractor or his authorized representative for the purpose of concluding this contract,
2. if the conclusion of the agreement was not preceded by discussions between the parties involved or their representatives, or
3. in the case of contracts where the mutual services are to be rendered if they are usually concluded by contractors outside their offices and the agreed remuneration does not exceed G 15

The withdrawal must be in writing to be legally effective. It is sufficient if the consumer returns a document containing his or her declaration of contract or that of the contractor to the contractor with a Vnotice indicating that the Vconsumer rejects the conclusion or maintenance of the contract. It is sufficient if the declaration is sent within one week. If the consumer withdraws from the contract in accordance with § 3 KSchG, then step by step

1. The contractor shall reimburse all services received, including interest from the date of receipt, and reimburse the necessary and useful expenses incurred by the consumer in connection with the order,
2. The consumer must reimburse the contractor for the value of the services insofar as they are of clear and predominant benefit to him. Pursuant to Section 4 (3) KSchG, claims for damages remain unaffected.

- (6) Cost estimates in accordance with § 5 K2chG:

The consumer shall only be required to pay a fee for the provision of a cost estimate within the meaning of Section 1170a ABGB by the contractor if he has been informed of this payment obligation in advance. If the contract is based on a cost estimate from the contractor, its accuracy shall be deemed guaranteed unless the contrary is expressly stated.

- (7) Remedy of defects: Point 6 is supplemented

If the Contractor is obliged to improve its services or to add missing items in accordance with § 932 ABGB, it must fulfill this obligation at the place where the cache was handed over. 1st It is feasible for the Contractor to receive the works and documents sent by the Contractor, the Contractor may arrange for them to be sent at its own risk and expense.

- (8) Legal status: Instead of point 14. (3) applies:

If the consumer is domiciled or habitually resident in Germany or is employed in Germany, Tann for an l gage against

the jurisdiction of a court may only be established pursuant to Sections 88, 89, 93 (2) and 104 (1) JN if the place of habitual residence or place of employment is within the jurisdiction of the court.

- (9) Contracts for recurring services:

(a) Contracts under which the contractor undertakes to perform work and the consumer undertakes to make repeated monetary payments and which have been concluded for an indefinite period or for a period exceeding one year may be terminated by the consumer by giving two months' notice to the end of the first year and thereafter to the end of each six-month period.

(b) If the entirety of the services is a service that is indivisible by its nature, the scope and price of which are already determined when the contract is concluded, the first termination date may be postponed until the end of the second year. In such contracts, the notice period may be extended to a maximum of six months.

(c) If the fulfillment of a certain contract mentioned in lit. a) requires considerable efforts on the part of the Contractor and if the Contractor has informed the Customer of this at the latest when the contract is concluded, appropriate termination dates and notice periods deviating from those mentioned in lit. a) and b) may be agreed.

(d) If the consumer does not give notice of termination in due time, the termination shall take effect on the next termination date after the expiry of the notice period.

Konto	Kontobezeichnung	Anlage	Text	Anschaffungs- kosten 31.12.2021	Zugänge	UB	Anschaffungs- kosten 31.3.2022	kum Absch.	1.1.2022	Abschreibungen	WB	Restbuchwert 31.03.2022	Restbuchwert 31.12.2021
12000	Datenverarbeitungsprogramme	1-0	Softwaremodul Aero Z Ballast	4.200,00	-	-	-	-	4.200,00	-	-	-	-
12000	Datenverarbeitungsprogramme	100-0	Implementierungsarbeiten	990,00	-	-	990,00	-	990,00	-	-	-	-
12000	Datenverarbeitungsprogramme	101-0	Implementierung G15, G20 u. G25	3.999,70	-	-	3.999,70	-	3.999,70	-	-	-	-
12000	Datenverarbeitungsprogramme	102-0	Trapezbeschleuniger etc.	1.600,00	-	-	1.600,00	-	1.600,00	-	-	-	-
12000	Datenverarbeitungsprogramme	103-0	Implem. Penetration Points Ground Mount	990,00	-	-	990,00	-	990,00	-	-	-	-
12000	Datenverarbeitungsprogramme	104-0	S5, S10, S15 Freischaltung	2.400,00	-	-	2.400,00	-	2.400,00	-	-	-	-
12000	Datenverarbeitungsprogramme	105-0	SPT Pro Lizenzen	11.900,00	-	-	11.900,00	-	11.900,00	-	-	-	-
12000	Datenverarbeitungsprogramme	106-0	RZL Franzbuchhaltung	990,00	-	-	990,00	-	990,00	-	-	-	-
12000	Datenverarbeitungsprogramme	107-0	GP Plus Basisobjekt	4.455,00	-	-	4.455,00	-	4.455,00	-	-	-	-
12000	Datenverarbeitungsprogramme	108-0	Windlast AeroCompact 2.0	74.626,83	-	-	74.626,83	-	74.626,83	-	-	-	-
12000	Datenverarbeitungsprogramme	109-0	SPT Light Projektgenierung	15.000,00	-	-	15.000,00	-	15.000,00	-	-	-	-
12000	Datenverarbeitungsprogramme	110-0	Groundmount solar system	24.000,00	-	-	24.000,00	-	24.000,00	-	-	-	-
12000	Datenverarbeitungsprogramme	111-0	Verlegeanweisung / Anpassungsarbeiten	6.930,00	-	-	6.930,00	-	6.930,00	-	-	-	-
12000	Datenverarbeitungsprogramme	112-0	Solid Works Prof. Standaalone	5.800,00	-	-	5.800,00	-	5.800,00	-	-	-	-
12000	Datenverarbeitungsprogramme	113-0	SPT Light Projectbunda	9.950,00	-	-	9.950,00	-	9.950,00	-	-	-	-
12000	Datenverarbeitungsprogramme	114-0	SW Simulation Standard Stadaalone	4.500,00	-	-	4.500,00	-	4.500,00	-	-	-	-
12000	Datenverarbeitungsprogramme	115-0	SW Visualize Prof. Standaalone	1.251,00	-	-	1.251,00	-	1.251,00	-	-	-	-
12000	Datenverarbeitungsprogramme	116-0	Erweiterung SolarPro Tool	26.570,00	-	-	26.570,00	-	26.570,00	-	-	-	-
12000	Datenverarbeitungsprogramme	117-0	SW Composer Standaalone	4.300,00	-	-	4.300,00	-	4.300,00	-	-	-	-
12000	Datenverarbeitungsprogramme	118-0	SPT Pro Lizenz	55.000,00	-	-	55.000,00	-	55.000,00	-	-	-	-
12000	Datenverarbeitungsprogramme	119-0	Erweiterung Windlasten 1	4.500,00	-	-	4.500,00	-	4.500,00	-	-	-	-
12000	Datenverarbeitungsprogramme	120-0	Erweiterung Windlasten 2	3.000,00	-	-	3.000,00	-	3.000,00	-	-	-	-
12000	Datenverarbeitungsprogramme	121-0	Börsenlestdruckrechner für HU	1.000,00	-	-	1.000,00	-	1.000,00	-	-	-	-
12000	Datenverarbeitungsprogramme	122-0	Staudruckrechner für Australien	3.900,00	-	-	3.900,00	-	3.900,00	-	-	-	-
12000	Datenverarbeitungsprogramme	123-0	Erweiterung Windlasttoolssoftware 1	1.200,00	-	-	1.200,00	-	1.200,00	-	-	-	-
12000	Datenverarbeitungsprogramme	124-0	Erweiterung Windlasttoolssoftware 2	30.550,00	-	-	30.550,00	-	30.550,00	-	-	-	-
12000	Datenverarbeitungsprogramme	125-0	SPT Pro Lizenz	23.099,65	-	-	23.099,65	-	23.099,65	-	-	-	-
12000	Datenverarbeitungsprogramme	233-0	SolidWorks Profess. Standaalone License	6.075,00	-	-	6.075,00	-	6.075,00	-	-	-	-
12000	Datenverarbeitungsprogramme	234-0	Upgrade SW Standard auf SW Professional	1.700,00	-	-	1.700,00	-	1.700,00	-	-	-	-
12000	Datenverarbeitungsprogramme	259-0	MadCap Lingo Software	565,00	-	-	565,00	-	565,00	-	-	-	-
12000	Datenverarbeitungsprogramme	268-0	Erweiterung Aerocol - CompactFlat	25.200,00	-	-	25.200,00	-	25.200,00	-	-	-	-
12000	Datenverarbeitungsprogramme	28-0	SPT Lizenzen Innendienst	25.000,00	-	-	25.000,00	-	25.000,00	-	-	-	-
12000	Datenverarbeitungsprogramme	298-0	Levasoft Compact Plich	7.000,00	-	-	7.000,00	-	7.000,00	-	-	-	-
12000	Datenverarbeitungsprogramme	299-0	Levasoft Trapezaufränderung PL/PMPS	1.400,00	-	-	1.400,00	-	1.400,00	-	-	-	-
12000	Datenverarbeitungsprogramme	300-0	Levasoft Compact Flat SN	9.800,00	-	-	9.800,00	-	9.800,00	-	-	-	-
12000	Datenverarbeitungsprogramme	301-0	Levasoft Salesforce-Anbindung	14.000,00	-	-	14.000,00	-	14.000,00	-	-	-	-
12000	Datenverarbeitungsprogramme	307-0	SAP ByDesign - Implementierung	31.725,00	-	-	31.725,00	-	31.725,00	-	-	-	-
12000	Datenverarbeitungsprogramme	307-1	SAP ByDesign - Implementierung I	20.175,00	-	-	20.175,00	-	20.175,00	-	-	-	-
12000	Datenverarbeitungsprogramme	307-2	SAP ByDesign - Implementierung II	5.850,00	-	-	5.850,00	-	5.850,00	-	-	-	-
12000	Datenverarbeitungsprogramme	307-3	SAP ByDesign - Implementierung III	4.425,00	-	-	4.425,00	-	4.425,00	-	-	-	-
12000	Datenverarbeitungsprogramme	307-4	SAP ByDesign - Implement. Schnittstelle	11.200,00	-	-	11.200,00	-	11.200,00	-	-	-	-
12000	Datenverarbeitungsprogramme	308-0	Salesforce Implementierung SPC Partners	30.455,44	-	-	30.455,44	-	30.455,44	-	-	-	-
12000	Datenverarbeitungsprogramme	308-1	Salesforce Implementierung SPC 01.19	9.453,14	-	-	9.453,14	-	9.453,14	-	-	-	-
12000	Datenverarbeitungsprogramme	308-10	Salesforce Implementierung SPC 10.19	594,39	-	-	594,39	-	594,39	-	-	-	-
12000	Datenverarbeitungsprogramme	308-2	Salesforce Implementierung SPC 02.19	9.487,53	-	-	9.487,53	-	9.487,53	-	-	-	-
12000	Datenverarbeitungsprogramme	308-3	Salesforce Implementierung SPC 03.19	7.493,82	-	-	7.493,82	-	7.493,82	-	-	-	-
12000	Datenverarbeitungsprogramme	308-4	Salesforce Implementierung SPC 04.19	6.282,99	-	-	6.282,99	-	6.282,99	-	-	-	-
12000	Datenverarbeitungsprogramme	308-5	Salesforce Implementierung SPC 05.19	2.131,27	-	-	2.131,27	-	2.131,27	-	-	-	-
12000	Datenverarbeitungsprogramme	308-6	Salesforce Implementierung SPC 06.19	790,65	-	-	790,65	-	790,65	-	-	-	-
12000	Datenverarbeitungsprogramme	308-7	Salesforce Implementierung SPC 07.19	3.270,89	-	-	3.270,89	-	3.270,89	-	-	-	-
12000	Datenverarbeitungsprogramme	308-8	Salesforce Implementierung SPC 08.19	3.609,39	-	-	3.609,39	-	3.609,39	-	-	-	-
12000	Datenverarbeitungsprogramme	308-9	Salesforce Implementierung SPC 09.19	1.718,75	-	-	1.718,75	-	1.718,75	-	-	-	-
12000	Datenverarbeitungsprogramme	309-0	Salesforce Pardol Implementierung SPC	2.818,75	-	-	2.818,75	-	2.818,75	-	-	-	-
12000	Datenverarbeitungsprogramme	309-1	Salesforce Pardol Implementierung 10.19	2.028,13	-	-	2.028,13	-	2.028,13	-	-	-	-
12000	Datenverarbeitungsprogramme	309-1	Salesforce Pardol Implementierung 10.19	1.693,13	-	-	1.693,13	-	1.693,13	-	-	-	-
12000	Datenverarbeitungsprogramme	309-1	Salesforce Pardol Implementierung 10.19	185,00	-	-	185,00	-	185,00	-	-	-	-

12000 Datenverarbeitungsprogramme	309-2	Salesforce Pardot Implementierung 11.19	1.753,15	-	1.753,15	-	143,00	290,00
12000 Datenverarbeitungsprogramme	309-3	Salesforce Pardot Implementierung 03.20	378,14	-	378,14	-	92,00	124,00
12000 Datenverarbeitungsprogramme	315-0	SPT Pro Lizenzen	27.500,00	-	27.500,00	-	18.334,00	6.874,00
12000 Datenverarbeitungsprogramme	327-0	SPT Inmendienst Lizenzen & Sdk.	12.500,00	-	12.500,00	-	6.251,00	5.207,00
12000 Datenverarbeitungsprogramme	333-0	Implementierung Aerobol	14.000,00	-	14.000,00	-	7.001,00	5.832,00
12000 Datenverarbeitungsprogramme	42-0	Solid Works Standard Lizenz	4.500,00	-	4.500,00	-	3.750,00	750,00
12000 Datenverarbeitungsprogramme	452-0	FlatSN10	7.000,00	-	7.000,00	-	3.501,00	3.499,00
12000 Datenverarbeitungsprogramme	453-0	FlatSN10+ Implementierung	7.000,00	-	7.000,00	-	3.501,00	3.499,00
12000 Datenverarbeitungsprogramme	461-0	Implementierung Ext. Installation Doc.	5.600,00	-	5.600,00	-	3.734,00	1.866,00
12000 Datenverarbeitungsprogramme	509-0	Implementierung Windelbl./Ballastw.	4.900,00	-	4.900,00	-	2.451,00	2.449,00
12000 Datenverarbeitungsprogramme	510-0	Implementierung CompacFlat SN Parts	2.800,00	-	2.800,00	-	1.401,00	1.399,00
12000 Datenverarbeitungsprogramme	540-0	SAP Projekt CP-SE438 Kalk. Kosten	6.000,00	-	6.000,00	-	2.981,00	2.519,00
12000 Datenverarbeitungsprogramme	557-0	Implementierung TR65 Aerolod	11.200,00	-	11.200,00	-	3.734,00	7.466,00
12000 Datenverarbeitungsprogramme	587-0	Schnittstellenmigration SAP & SF	67.734,69	5.775,07	73.509,76	-	29.603,69	37.885,90
12000 Datenverarbeitungsprogramme	588-0	Add-in Tool "Export Express"	2.400,00	-	2.400,00	-	800,00	1.600,00
12000 Datenverarbeitungsprogramme	603-0	SPT Pro Lizenzen	13.750,00	-	13.750,00	-	4.584,00	8.020,00
12000 Datenverarbeitungsprogramme	633-0	Implementierung CompacFlat	9.000,00	-	9.000,00	-	3.000,00	6.000,00
12000 Datenverarbeitungsprogramme	634-0	Mob. Warehouse Scannersoftware	2.300,00	-	2.300,00	-	767,00	1.533,00
12000 Datenverarbeitungsprogramme	640-0	Formularanpassung NUEN/NUDE neu	2.287,50	-	2.287,50	-	767,50	1.520,00
12000 Datenverarbeitungsprogramme	847-0	SPT Inmendienst Lizenzen	2.500,00	-	2.500,00	-	834,00	1.666,00
12000 Datenverarbeitungsprogramme	860-0	SPT Pro Lizenzen	27.500,00	-	27.500,00	-	9.167,00	18.333,00
12000 Datenverarbeitungsprogramme	890-0	Implementierung Prokisoft-Stiefelackzernen	2.800,00	-	2.800,00	-	467,00	2.333,00
12000 Datenverarbeitungsprogramme	891-0	Implementierung CompacFlat	7.500,00	-	7.500,00	-	1.250,00	6.250,00
12000 Datenverarbeitungsprogramme	892-0	Sonderimplementierungen TR65/74	22.400,00	-	22.400,00	-	3.734,00	18.666,00
12000 Datenverarbeitungsprogramme	712-0	Implementierung CompacFlat	24.000,00	-	24.000,00	-	4.000,00	20.000,00
12000 Datenverarbeitungsprogramme	713-0	Implementierung Benutzerdefinierte Anker	5.600,00	-	5.600,00	-	934,00	4.666,00
12000 Datenverarbeitungsprogramme	720-0	Integration Verbindungseinrichtungen SAP	3.849,00	-	3.849,00	-	642,00	3.207,00
12000 Datenverarbeitungsprogramme	730-0	Installation EDI Connector	1.432,50	-	1.432,50	-	238,50	1.194,00
12000 Datenverarbeitungsprogramme	760-0	Installation EDI Connector	3.710,00	-	3.710,00	-	619,00	3.091,00
12000 Datenverarbeitungsprogramme	803-0	SPT Inmendienst Lizenzen	2.500,00	-	2.500,00	-	417,00	2.083,00
12000 Datenverarbeitungsprogramme	813-0	Implement. CompacFlat/CompacGround	2.500,00	-	2.500,00	-	208,00	2.292,00
12000 Datenverarbeitungsprogramme	83-0	SPT Aero Tool-ID-Lizenz	8.400,00	-	8.400,00	-	700,00	7.700,00
12000 Datenverarbeitungsprogramme	837-0	SPT Pro Lizenzen	27.500,00	-	27.500,00	-	209,00	25.200,00
12000 Datenverarbeitungsprogramme	838-0	Infrastat SAP	1.823,93	-	1.823,93	-	151,93	1.672,00
12000 Datenverarbeitungsprogramme	895-0	Anbindung 3PL Lager Pöchlarn	6.450,00	-	6.450,00	-	-	6.450,00
12000 Datenverarbeitungsprogramme	97-0	SPT Pro Lizenzen und Implementierung	14.625,00	-	14.625,00	-	-	-
12000 Datenverarbeitungsprogramme	98-0	SS 2.0 Europa + USA	1.799,29	-	1.799,29	-	-	-
12000 Datenverarbeitungsprogramme	99-0	Sonderimplementierung	1.500,00	-	1.500,00	-	-	-
18000 Immaterielle Vermögensgegenstände	126-0	Aerocompact Produktpaket SST Holding	997.731,59	49.949,00	1.047.680,59	-	674.066,59	228.621,40
18000 Immaterielle Vermögensgegenstände	127-0	Homepage Welker Design, Siegen	110.000,00	-	110.000,00	-	55.000,00	55.000,00
18000 Immaterielle Vermögensgegenstände	602-0	Solidpro Booster Next Generation	142.240,00	-	142.240,00	-	-	-
18000 Immaterielle Vermögensgegenstände	754-0	Datenbasis f. Lavesoft - I.F.I. GmbH	900,02	-	900,02	-	91,02	809,00
19000 Nicht abnutzbares Anlagevermögen	277-0	Kunstdruck "Doppelzelt"	159.209,36	-	159.209,36	-	15.921,36	143.288,00
19000 Nicht abnutzbares Anlagevermögen	278-0	2 Kunstwerke Gungl	412.349,38	-	412.349,38	-	6.754,00	199.097,00
19000 Nicht abnutzbares Anlagevermögen	585-0	Luftbild Betriebsgebäude	923,16	-	923,16	-	923,16	923,16
22000 Investitionen in fremde Grundstücke	612-0	Parkplatz Sonnenstraße 10	3.587,16	-	3.587,16	-	-	3.587,16
22000 Investitionen in fremde Grundstücke	824-0	Lager-/Zellplatz errichten	15.176,13	-	15.176,13	-	5.059,13	10.117,00
22000 Investitionen in fremde Grundstücke	881-0	Neubau Austauschparkplatz Saitens	11.911,41	-	11.911,41	-	993,00	6.947,00
25000 Investitionen in fremde Betriebsgebäude	128-0	Zugang 2016	27.087,54	1.665,50	28.753,04	-	9.030,54	18.067,00
25000 Investitionen in fremde Betriebsgebäude	229-0	Schließanlage und Zutrittsystem	6.137,47	-	6.137,47	-	3.693,47	2.450,00
25000 Investitionen in fremde Betriebsgebäude	330-0	Holzboden Versuchswerkstatt	14.184,68	-	14.184,68	-	4.434,68	9.750,00
25000 Investitionen in fremde Betriebsgebäude	331-0	Erweiterung Schließanlage/Zutrittsystem	709,30	-	709,30	-	134,30	575,00
			962,40	-	962,40	-	182,40	780,00

25000 line "Hilios into third-party buildings	4780	Installation of power sockets, connection of traffic lights	5.861,02	5.861,42	1.099,62	84,00	-	4.578,00	4.762,00
25000 Investments in foreign BeteiligungsöV's	544,0	EBP connection Production + Lighting	2.784,50	-	2.784,50	623,50	-	2.173,00	2.261,00
25000 Investments in third-party buildings	5840	Handrails FG-ZP, ZP-1.OG: OC-DG	2.172,00	-	2.172,00	408,00	-	1.696,00	1.764,00
25000 vehicles in remote Betriebsgebäude	6550	Reinluft single room foundation with VWRG	20M/J 24	-30	174,24	2.465,24	-	17.310,00	17.992,00
25000 investments in remote Betriebsgebäude	6570	edging for LOTtingsservice	7.135,13	-	7.141,13	447,43	-	6.474,00	6.698,00
25000 Investments in remote Betriebsgebäude	7470	SM awnings + remote control	2.233,72	-	2.233,72	170,72	-	2.477,00	2.563,00
			63.208,06	-	63.208,06	13.649,06	-	47.615,00	
40000 Technical equipment	1440	AVDEL Pressure regulator dead (Q) 742	1.940,00	-	1.940,00	1.040,00	-	900,00	1.323,00
40000 Technical equipment	1480	VNA-Bond er-glide drill	991,67	-	991,67	67,00	-	924,67	991,67
40000 Technical equipment	1480	Fluidic M1 D5	2.460,50	-	2.460,50	2.460,50	-	-	2.460,50
40000 Technical equipment	1480	Transformer	1.443,24	-	1.443,24	1.443,24	-	-	1.443,24
40000 Technical equipment	1480	Py wheel electric press	25.200,00	-	25.200,00	22.020,00	-	3.180,00	3.150,00
40000 Technical equipment	1480	Starwerkzeug	26.000,00	-	26.000,00	21.123,00	-	4.877,00	4.877,00
40000 Technische systems	1540	Anschluß u. Inbetriebnahme Stanze	1.318,45	-	1.318,45	1.328,45	-	141,00	189,00
40000 Technische Anlagen	1540	Starstempel dry Rework	3.530,00	-	3.530,00	3.028,00	-	502,00	502,00
40000 Technical Anlagen	1740	Tool 820641-820642-1-E	-	-	-	-	-	-	-
40000 Technical systems	2240	GP-ONE manual strapping tool	4.926,00	-	4.926,00	603,00	-	4.323,00	4.323,00
40000 Technical systems	2340	Installation compressor new	1.837,18	-	1.837,18	595,18	-	1.242,00	1.262,00
40000 Technical equipment	2360	Upgrade/adaptation new lancing machine	4.495,00	-	4.495,00	1.405,00	-	3.090,00	3.090,00
40000 Technical Anlagen	2360	Hand wrap GT-ONE	1.926,00	-	1.926,00	603,00	-	1.323,00	1.323,00
40000 Technical equipment	2640	EV Business line Lektion	2.775,40	-	2.775,40	694,40	-	2.081,00	2.081,00
40000 Technical equipment	2840	AMX 10e electric scissor lift truck	1.990,00	-	1.990,00	683,00	-	1.307,00	1.307,00
40000 Technische Anlagen	3240	Inverter - geschaltete Variable	1.101,00	-	1.101,00	227,00	-	874,00	874,00
40000 Technische Anlagen	4740	RS64 x6 cutting tool + punch die	3.600,00	-	3.600,00	443,00	-	3.157,00	3.157,00
40000 technical equipment	4840	Messwerkzeug RS, Restauration/Montage	3.400,00	-	3.400,00	638,00	-	2.762,00	2.762,00
40000 Technische Anlagen	5640	Kreiselgeschliff digital + Calibrating shells	1.950,00	-	1.950,00	450,00	-	1.500,00	1.500,00
40000 Technical equipment	5840	Compressed air unit 1/8 742	1.350,00	-	1.350,00	42,00	-	1.308,00	1.308,00
40000 Technical equipment	5950	PCF-3500-10 Handpump	3.006,75	-	3.006,75	375,75	-	2.631,00	2.631,00
40000 Technical equipment	6040	Verstärker Profiland FMS-240.0IKY	2.190,00	-	2.190,00	274,00	-	1.916,00	1.916,00
40000 Technical equipment	6640	Weighing lift scales	964,24	-	964,24	124,25	-	839,99	839,99
40000 Technical equipment	6650	Hyster - Diesel - Frontlader	13.500,00	-	13.500,00	844,00	-	12.656,00	12.656,00
40000 Technische Anlagen	6840	Hyster - Electric forklift trucks	11.795,67	-	11.795,67	737,67	-	11.058,00	11.058,00
40000 Technische Anlagen	8120	GT-One hand strapping tool	1.829,70	-	1.829,70	57,70	-	1.772,00	1.772,00
40000 Technische Anlagen	8840	Compressor CLD 4	3.870,00	-	3.870,00	1.210,00	-	2.660,00	2.660,00
40000 Technische Anlagen	9440	Toro Power Max HD 928 snow blower	1.850,00	-	1.850,00	560,00	-	1.290,00	1.290,00
40000 machine tools	1040	WetWBUR 8.881-1 / 8206421D	489.744,27	4.829,70	494.573,97	4.464,47	775,00	70.109,00	73.624,00
40000 Machine tools	1540	Werkzeugkasten Ground Mount	1.600,00	-	1.600,00	4.500,00	-	15.601,00	15.601,00
40000 Machine tools	1540	Werkzeugkasten P tool Ar. 18-7800	4.700,00	-	4.700,00	4.700,00	-	-	-
40000 Machine tools	1540	Investment costs TL-0007	6.500,00	-	6.500,00	6.500,00	-	-	-
40000 Machine tools	1550	Tool costs TL-0014	1.200,00	-	1.200,00	1.200,00	-	-	-
40000 Machine tools	2210	Tool TLX Charge-Misc. Groundlitz	500,00	-	500,00	158,00	-	342,00	342,00

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58000	Operating and health care equipment	36x0	Weltallwaggon Swiss Team 1 sek.	999,00	-	999,00	-	250,00	-	32,00	-	717,00	742,00
58000	Operating and business expenses	53x0	Steel skid for filament bundles	960,00	-	960,00	-	-180,00	-	1,00	-	750,00	780,00
58000	Operating and business equipment	59x0	Feuerle+D1000	6.569,78	-	0.569,73	-	1.192,73	-	200,00	-	4.974,00	0.474,00
58000	Operating and business equipment	59x0	3D smoking with Standard linen	3.650,00	-	3.650,00	-	457,00	-	115,00	-	3.083,00	3.198,00
58000	Operating and business equipment	58x0	Ericks Ientender Zebra Z17411	1.765,00	-	1.765,00	-	224,00	-	56,00	-	1.441,00	1.441,00
58000	Operating and business equipment	59x0	Aluminum ladder	4.955,00	-	4.955,00	-	246,00	-	62,00	-	1.648,00	1.710,00
58000	Operating and business equipment	62x0	Dalmechssydsgerat Zebra TCR300	3.046,00	-	3.046,00	-	377,00	-	95,00	-	7.041,00	2.639,00
58000	Operating and business equipment	em-	Acrylic letters "DeiVerny L-telenuv"	120,00	-	4.420,00	-	440,00	-	35,00	-	945,00	980,00
0													
68000	Operating and company information	69x0	Commer - Messe	8.898,42	-	8.898,42	-	562,42	-	281,00	-	8.145,00	8.426,00
68000	Operating and gas equipment	73x0	Musienhaus f. Produktpräsentation	4.972,00	-	4.972,00	-	124,00	-	62,00	-	1.786,00	1.648,00
68000	Operating and business equipment	73x0	Graphic banner "Aerocompet"	4.706,00	-	4.706,00	-	295,00	-	148,00	-	4.283,00	4.411,00
68000	Befriebs- und Corporate	design	Zebra TCR300	689,80	-	4.689,90	-	1.068,80	-	53,00	-	1.531,00	1.584,00
629x0			Wiegelhubwagen										
68000	BHafets- und Geschäftsausstellung	74x0	Büroausstellung Wien	1.056,60	-	0.566,80	-	81,40	-	84,00	-	R5,00	989,00
58000	By-products and gas emissions treatment	81x0	Debra Z17411 power clean decoder	1.451,45	-	4.451,45	-	91,45	-	46,00	-	34,40	360,00
51000	Legs- und Cese Bfhtsausstellung	82x0		4.204,67	-	4.204,67	-	37,67	-	1.482,00	-		
59000	Operational and business design	82x0	Zebra TCR300	1.743,34	-	1.743,34	-	55,84	-	34,00	-	1.062,00	1.062,00
68000	Operating and bill sound system	88x0	Petrom acoustic partition wall	1.087,00	-	1.087,00	-	34,00	-	053,00	-		
58000	Drive and C-ssch treatment		Soundboks Black	-	-	B99,00	-	93.683,12	-	29,00	-	870,00	
				88.925,72	4.934,04	-	-			2.799,04		56.382,00	
80000	Office cleaning	17x0	Biofinsh	880,80	-	860,80	-	652,80	-	28,00	-	300,00	328,00
60000	Biofinsh	17x0	Reception counter	3.166,40	-	2.018,40	-	401,00	-	4.107,00	-	1.208,00	1.208,00
60000	Biofinsh	17x0	Filing cabinet	841,44	-	528,44	-	27,00	-	286,00	-	34,30	34,30
60000	Biofinsh	47x0	Coat I 70 desk chair	308,00	-	308,00	-	395,00	-		-		
60000	Biofinsh	17x0	Bürofisch	890,00	-	568,00	-	28,00	-	304,00	-	332,00	
60000	Biofinsh	17x0	Oleisinh UY Coal 172 without AL	396,00	-	305,00	-		-		-		
60000	air conditioning	177x0	Air conditioning office Bader CTXSI OK	8.659,98	-	559,98	-	4.229,98	-	214,00	-	4.066,00	4.280,00
60000	Office design	241x0	Büroschrank	3.295,35	-	3.295,35	-	1.680,35	-	165,00	-	1.483,00	1.648,00
60000	Office furniture		Küschenschrank	737,20	-	370,20	-	37,00	-	330,00	-	887,00	
60000		Bio	1 beschlitten Bspn rinner 330	731,56	-	731,56	-	367,56	-	37,00	-	327,00	364,00
elchthuz													
60000	Biofinsh	23x0	Kitchen seat	1.049,83	-	0.049,83	-	524,83	-	53,00	-	472,00	525,00
60000	Office enrollment	29x0	Shelf Sonnenstr. 10	8.022,3a	-	6.022,3a	-	3.013,34	-	H2,08	-	2.707,00	3.009,00
60000	Biofinsh	25x0	Regal DO Sonnenstr. 10	2.368,84	-	2.368,84	-	1.184,84	-	119,00	-	1.066,00	1.185,00
60000	Biofinsh	11x0	Reception desk	4.065,32	-	4.065,32	-	635,32	-	54,00	-	478,00	530,00
60000	Biofinsh	28x0	Stainless steel * TI * Obhilfe	2.604,92	-	2.604,92	-	1.204,92	-	131,00	-	1.269,00	4.400,00
60000	Office einl hung	28x0	Hight table Edelstahl * 1 Table top	902,99	-	902,99	-	418,99	-	46,00	-	438,00	484,00
60000	Biofinsh	20x0	Cub arnshank K'vadrat Devina MD	4.106,68	-	4.106,68	-	1.306,68	-	206,00	-	2.000,00	2.206,00
60000	Office equipment	20x0	of desk VIDA 808	0.263,33	-	0.263,33	-	1.510,66	-	1.589,00	-	7.5,00	
60000	Biofinsh	59x0	1able frame My ralion Steelcase-Wendit	592,17	-	592,17	-	298,41	-	30,00	-	284,00	294,00
60000	Biofinsh	689	Table frame Migration Steelcase-Wendit	12.440,812	-	440,6	-	6.222,61	-	623,00	-	5.595,00	6.248,00
60000	Biofinsh	617,93	Ischgerat Migration Steelcase-Wendit	617,93	-	617,93	-	309,93	-	31,00	-	277,00	308,00
60000	Biofinsh	620	FrameFour Steelcase-Wendit table	299,85	-	299,88	-	149,85	-	15,00	-	135,00	150,00
60000	Office equipment	63x0	L-frameFour Steelcase-Wendit table	437,47	-	437,47	-	220,47	-	22,00	-	180,00	247,00
60000	Biofinsh		FrameFour Steelcase-Wendit table	909,55	-	909,55	-	454,55	-	46,00	-	453,00	
60000	Biofinsh	65x0	Partition walls Preform	9.615,30	-	9.615,30	-	4.880,30	-	481,00	-	4.324,00	4.805,00
60000		Bioce	SE Tischie Luz electr. Innl. Montage	3.997,50	-	3.997,50	-	799,60	-	200,00	-	2.998,00	3.198,00
inshung													
62000	Futurus china, FDP systems	15x0	Apple MacBook Pro Retina 13 Touch Bar	70.251,50	-	70.251,58	-	84.674,58	-	3.180,00	-	32.467,00	36.577,00
62000	Bifurus china, IT equipment	17x0	Apple iPhone 8	1.701,86	-	1.701,86	-	0.251,86	-	86,00	-	890,00	676,00
62000	Office machinery, IT equipment	79x0	MacBook Pro 15	646,96	-	646,96	-	640,96	-		-		
62000	Bifurus china, IT equipment	79x0	MacBook Pro 15	2.739,17	-	2.739,17	-	2.739,17	-		-		
62000	Bifurus china, IT equipment	297,0	Dell Monitor Ultraharz U3219Q	747,00	-	747,00	-	450,00	-	38,00	-	269,00	
62000	Bifurus china, CDV systems	180,0	D14 Phantom 3 Professional	1.029,40	-	1.029,40	-	1.029,40	-		-		
62000	Bifurus china, IT equipment	18x0	Apple iPhone 6	570,89	-	570,89	-	570,89	-		-		
62000	Office machines, IT equipment	18x0	MacBook pro 15	1.724,12	-	1.724,12	-	1.724,12	-		-		
62000	Bifurus china, IT equipment	18x0	FortiWiFi 100F	949,00	-	949,00	-	949,00	-		-		
62000	Bifurus china, ECU-Autogen	18x0	Beamer	483,17	-	483,17	-	483,17	-		-		
62000	Bifurus china, EDV-Anlagen	48x0	Phone 6s	64,00	-	64,00	-	64,00	-		-		

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62000 Bitronmachines, EDP systems	33940 MacBook MBA 13.3 incl. accessories	1.221,25	-	-	368,25	62,00	-	791,00
62000 Bitronmachines, EDP systems	Deil Monitor UltraSharp U2719DC	1.281,45	-	-	771,47	65,00	-	446,00
62000 Office machines, IT equipment	35.0 Apple MacBook Pro Retina 13" Touch Bar	1.898,67	-	-	1.666,67	84,00	-	581,00
62000 Bitronmachines, IT equipment	00 MacBook Pro 13.3.1	-	-	-	1.701,86	1.022,86	-	693,00
62000 Bitronmachines, IT equipment	equipment 45.0 HPE Switch 2540 48G	-	-	-	4.634,20	778,20	-	73,00
62000 Bitronmachines, IT equipment	480 HPE Switch 2540 24G	695,44	-	-	1.036,44	520,44	-	695,00
62000 Bitronmachines, IT equipment	47.0 HPE 10G Transceiver	1.621,76	-	-	1.621,76	812,76	-	727,00
62000 Office machines, Computer equipment	5840 MacBook Pro 13" 3.1 DC156GB812GB/silver	1.577,28	-	-	048,28	79,00	-	550,00
62000 Office machines, Computer equipment	5840 Lenovo ThinkPad P71 Workspeaker	2.537,64	-	-	758,64	127,00	-	1.642,00
62000 Office machines, IT equipment	57.0 Apple MacBook Pro 13" 1.5TB	1.456,15	-	-	1.456,15	73,00	-	653,00
62000 Office machines, IT equipment	5720 Apple MacBook Air 13"	1.187,83	-	-	233,83	59,00	-	873,00
62000 Office machines, IT equipment	5730 Apple MacBook Pro Retina 13"	1.329,21	-	-	260,21	62,00	-	996,00
62000 Office machines, IT equipment	640 MacBook Pro 15.2 8GB/16GB/silver	2.603,10	-	-	803,80	131,00	-	909,00
62000 Office machines, IT equipment	6640 HPE Apollo 443 S 160GB	1.916,00	-	-	1.916,00	96,00	-	860,00
62000 Bitronmachines, One, COV-Amt 1800	67840 iPhone 2 Pro	1.087,80	-	-	1.057,80	33,00	-	899,00
62000 Office machines, nov equipment	GT940 iPad Pro 11.9 WiFi 512 GB	1.836,67	-	-	1.820,67	92,00	-	4.552,00
								1.644,00

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Assets

01.04.2022
C

Liabilities

01.04.2022
€

A. Fixed assets

1. intangible assets

1. software

II Property, plant and equipment

1. buildings on third-party land

2. Technical installations

3. Operating and office equipment

III. financial assets

1. securities (uncertificated securities) held as fixed assets

B. Current assets

1. inventories

1. red, auxiliary and operating materials

2. goods

3. advance payments made

II. receivables and other assets

1. trade receivables

2. receivables from affiliated companies

3. other receivables and assets

III. cash on hand, bank balances

C. Prepaid expenses and deferred charges

Total assets

A. Takeover capital

1. acquisition capital

B. Investment grants

C. Provisions

189.033,00

1. tax provisions

186.365,49

2. other provisions

439.900,49

D. Liabilities

1. liabilities to banks

452.127,49

2. advance payments received on orders

3. trade accounts payable

4. "Liabilities to affiliated companies

5. other liabilities

262.421,28

6.729.700,46

2.086.759,65

9.078.881,39

708.306,81

2.814.793,79

88.392,80

3.611.493,40

1.523.708,67

14.214.083,46

41.217,66

14.707.428,61

Total equity and liabilities

14.707.428,61

PATENT

50000 Maschinenverfuege	760	Tool profiles 700311 incl NPK	760,0	4.750,00 -	455,00	-	038,00	1.095,00
80000 Machine tools	790		4.950,0 b	d 960,00 -			2.938,00	3.093,00
50000 machine tools	80-0	Werkzeug TLX 120712SN Front feel incl ITPK	600,00	600,00 -	60,00		326,00	372,00

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83(00) Beteiligungen	10.240,00	-	-	10.240,00	-	5.647,00	-	165,00	-	4.428,00	4.593,00
220-0 10 Geschäftsanteile Volksbank	150,00	-	-	150,00	-	-	-	-	-	150,00	150,00
	150,00	-	-	150,00	-	-	-	-	-	150,00	150,00
Gesamt	800.739,90	110.622,87	-	991.362,77	-	512.957,74	-	26.277,54	-	452.127,49	367.782,16

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Demerger balance sheet (residual balance sheet) as at 01.04.2022

ASSETS		LIABILITIES	
	01. Apr. 22		01. Apr. 22
A. Fixed assets:		A. Equity	
I. Intangible assets:		I. Share capital	135.000,00
1. software	409.087,40	II Retained earnings	137.607,46
	409.087,40		272.607,46
B Current assets:		B. Investment grants	2.976,75
Receivables and other assets:			
1. other receivables and assets	4.564,00		
	4.564,00	C. Reserves	437,00
		1. tax provisions	51.905,64
C. Deferred income	3.099,88	2. other provisions	52.342,64
		D. Liabilities:	
		1. trade accounts payable	21.671,26
		2. other liabilities	67.153,17
			67.153,17
	416.751,28		416.751,28

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12000	Datenverarbeitungsprogramme	691-0	Implementierung CompactFlat	7.500,00	-	7.500,00	1.250,00	-	625,00	-	5.625,00	6.250,00
12000	Datenverarbeitungsprogramme	692-0	Sonderimplementierungen TR65/74	22.400,00	-	22.400,00	3.734,00	-	1.867,00	-	16.799,00	18.666,00
12000	Datenverarbeitungsprogramme	712-0	Implementierung CompactFlat	24.000,00	-	24.000,00	4.000,00	-	2.000,00	-	18.000,00	20.000,00
12000	Datenverarbeitungsprogramme	713-0	Implementierung Benutzerdefinierte Anker	5.600,00	-	5.600,00	934,00	-	467,00	-	4.199,00	4.666,00
12000	Datenverarbeitungsprogramme	720-0	Integration Verbindungseinrichtungen SAP	3.849,00	-	3.849,00	642,00	-	321,00	-	2.886,00	3.207,00
12000	Datenverarbeitungsprogramme	730-0	Installation EDI Connector	1.432,50	-	1.432,50	238,50	-	120,00	-	120,00	1.194,00
12000	Datenverarbeitungsprogramme	780-0	Installation EDI Connector	3.710,00	-	3.710,00	619,00	-	318,50	-	3.391,50	3.091,00
12000	Datenverarbeitungsprogramme	803-0	STP Innendienst Lizenzen	2.500,00	-	2.500,00	417,00	-	209,00	-	1.874,00	2.083,00
12000	Datenverarbeitungsprogramme	813-0	Implement. CompactFlat/CompactGround	-	8.400,00	-	-	-	-	-	7.700,00	-
12000	Datenverarbeitungsprogramme	83-0	SPT Aero Tool-ID-Lizenz	2.500,00	-	2.500,00	2.085,00	-	209,00	-	208,00	415,00
12000	Datenverarbeitungsprogramme	837-0	SPT Pro Lizenzen	-	-	27.500,00	-	-	-	-	25.209,00	-
12000	Datenverarbeitungsprogramme	97-0	SPT Pro Lizenzen und Implementierung	14.625,00	-	14.625,00	-	-	2.292,00	-	-	-
12000	Datenverarbeitungsprogramme	98-0	S5 2.0 Europa + USA	1.799,29	-	1.799,29	1.799,29	-	-	-	-	-
12000	Datenverarbeitungsprogramme	99-0	Sonderimplementierung	1.500,00	-	1.500,00	-	-	-	-	-	-
18000	Immaterielle Vermögensgegenstände	126-0	Aerocompact Produktpaket SST Holding	742.120,16	41.675,07	-	524.480,16	-	42.570,07	-	216.744,40	217.640,00
18000	Immaterielle Vermögensgegenstände	127-0	Homspage Welke Design, Siegen	110.000,00	-	-	55.000,00	-	2.750,00	-	52.250,00	55.000,00
18000	Immaterielle Vermögensgegenstände	602-0	Solidpro Booster Next Generation	142.240,00	-	-	142.240,00	-	-	-	-	-
18000	Immaterielle Vermögensgegenstände	754-0	Datenbasis f. Levasoft - I.F.I. GmbH	159.209,36	-	-	900,02	-	23,00	-	786,00	809,00
				412.349,38	-	-	159.209,36	-	3.981,00	-	139.307,00	143.288,00
			Gesamt	1.154.469,54	41.675,07	-	737.732,84	-	49.324,67	-	403.007,40	416.737,00

Trademark rights remaining with AEROCOMPACT Europe GmbH

- Registered EU word mark "AEROCOMPACT"
- Registered US word mark "AEROCOMPACT"
- Registered EU word mark "compactflat"
- Registered EU word mark "compactground"
- Registered EU word mark "compactpitch"
- Registered MX, CH, LI and TR word mark "AEROCOMPACT"
- Registered PH, SG, IN, VN, TH, AU and CN word mark "AEROCOMPACT"
- Registered UK word mark "AEROCOMPACT"
- Registered 3D shape trademark "AEROCOMPACT"
- Registered UK word mark "compactflat"
- Registered UK word mark "compactground"
- Registered UK word mark "compactpitch"

Design patent

- Registered EU design with the registration number 006039129-0001/006039129-0006
- Registered US design with registration number D923,823
- Registered EU design with the registration number 006813960 Registered EU design with the registration numbers 006852315-0001 to 006852315-0003
- Registered US design with registration number D923,203
- Registered India designs SOL-D-03638-IN2A, SOL-D-03638-IN2B and SOL-D-03638-IN2C with registration number 344244-001

Utility model

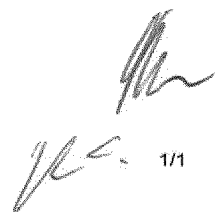
- Registered DE utility model with the registration number 20 2012 013 476
- Registered DE utility model with the registration number 20 2015 102 936 (AEROCOMPACT Europe GmbH only applicant)

Patents

- Registered EP and US patent with application number PCT/EP2013/077435
- AT and DE patent granted with grant number 2 936 005
- AT patent granted with grant number 2 936 005
- DE patent granted with the grant number 50 2013 006 839.0
- International patent pending with application number PCT/EP2020/051969
- European patent pending with application number 20 706 097.1

Other intangible assets

- Certificates from product tests
- Special software AeroTOOL



1/1

Contractual relationships remaining with AEROCOMPACT Europe GmbH

Loan agreement concluded between AEROCOMPACT Europe GmbH and Mr. Mathias Muther MBA dated 16.11.2022 for EUR 500,000.00.

Loan agreement concluded between AEROCOMPACT Europe GmbH and AEROCOMPACT Holding GmbH dated August 1, 2022 for EUR 4,000,000.00.

Loan agreement concluded between AEROCOMPACT Europe GmbH and Mr. Mathias Muther MBA dated 29.7.2022 for EUR 800,000.00.

Loan agreement concluded between AEROCOMPACT Europe GmbH and emju GmbH dated July 29, 2022 for EUR 400,000.00.

SPT Server Enterprise License Agreement concluded between AEROCOMPACT Europe GmbH and LevaSoft GmbH dated 15.9.2022

Software license agreement concluded between AEROCOMPACT Europe GmbH and LevaSoft GmbH dated 30.9.2022

Contracts for IT service "SAP" Contracts for

IT service "Scan4Cloud" Contracts for IT

service "Salesforce" Contracts for IT

service "Timetac"

Contracts for IT service "Magenta Business L+" Contracts

for IT service "Magenta Business XL+" Contracts for IT

service "CAD Inside Sales" Contracts for IT service

"PDF Special"

Contracts for IT service "DocuSign Pro"

Service agreement concluded between AEROCOMPACT Europe GmbH and Technosoft GmbH dated 28.11.2022

Contracts with I.F.I. Institut für Industrieaerodynamik

GmbH Contracts with Ingenieurbüro Stolz GmbH & Co.

KG Contracts with WeissQuadrat AG

Contracts with Lener & Schmid Ingenieure ZT-GmbH

Contracts with Mosaik Technische Kommunikation GmbH

License agreements with customers regarding AeroTOOL&-Pro licenses remain with AEROCOMPACT Europe GmbH and are not transferred to AEROCOMPACT Mounting Systems GmbH, with the exception of any discount agreements concluded with customers, which are transferred to AEROCOMPACT Mounting System GmbH.

License agreements with customers regarding AeroTOOLO-Light licenses remain with AEROCOMPACT Europe GmbH and are not transferred to AEROCOMPACT Mounting Systems GmbH, with the exception of any discount agreements concluded with customers, which are transferred to AEROCOMPACT Mounting System GmbH.

Handwritten signature and initials in black ink, with a small '1/1' to the right.

PATENT

REEL: 069071 FRAME: 0087

Employment relationships remaining with AEROCOMPACT Europe GmbH

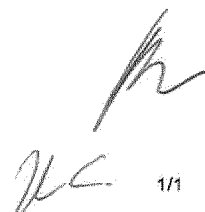
Attachment /8

(as at 30.11.2022)

Name	First name	Society	Settlement country	Place of work	Cost center	Department	Supervisor	End date	Leaving date
Bertsch	Nicole	AER Europe GmbH	Austria	Satteins	1100	Research & Development & PM	C. Ganahl	44851	
Brandstetter	Patrick	AER Europe GmbH	Austria	Vienna	1110	Platform management	C. Ganahl	44835	
Burger	Mark	AER Europe GmbH	Austria	Satteins	1120	Development	C. Ganahl	44166	
Chaplanov	Oleksiy	AER Europe GmbH	Austria	Satteins	1110	Platform management	C. Ganahl	44756	
Dupljak	Anes	AER Europe GmbH	Austria	Vienna	1110	Platform management	C. Ganahl	44835	
Dupljak	Fars	AER Europe GmbH	Austria	Vienna	1110	Platform management	C. Ganahl	44835	
Cornerstone	Eric	AER Europe GmbH	Austria	Vienna	1110	Platform management	C. Ganahl	44835	
Ganahl	Christian	AER Europe GmbH	Austria	Satteins	1100	Research & Development & PM	MM	43862	
Gutschner	Philip	AER Europe GmbH	Austria	Nüziders	1110	Platform management	C. Ganahl	44835	
FRIEDRICH	Matthias	AER Europe GmbH	Austria	Vienna	1110	Platform management	C. Ganahl	44825	
Kessler	Laurens	AER Europe GmbH	Austria	Satteins	1110	Platform management	C. Ganahl	44652	
Carding	Michael	AER Europe GmbH	Austria	Satteins	1120	Development	C. Ganahl	44693	
Lepuschitz	Marlene	AER Europe GmbH	Austria	Vienna	1110	Platform management	C. Ganahl	44835	
Mayer	Lucas	AER Europe GmbH	Austria	Satteins	1120	Development	C. Ganahl	44799	
Pejcl	Philipp	AER Europe GmbH	Austria	Satteins	1130	Product Management	C. Ganahl	44593	
Frombun	Albert	AER Europe GmbH	Austria	Satteins	1130	Product Management	C. Ganahl	44652	
Zemanek	mene	AER Europe GmbH	Austria	Satteins	1130	Product Management	C. Ganahl	44652	

Attachment ./9

Bank account of AEROCOMPACT Europe GmbH with Schelhammer Capital Bank AG

Handwritten signature and initials in the bottom right corner. The signature is a stylized 'h' shape, and the initials below it are 'JC'. To the right of the initials is the text '1/1'.