

alstria office REIT-AG
Hamburg/Germany

Report of the independent auditor
on the audit of the remuneration report
in accordance with Section 162 (3) AktG
for the financial year from
January 1 to December 31, 2024

TRANSLATION

– German version prevails –

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General Engagement Terms for Wirtschaftsprüferinnen, Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften (German Public Auditors and Public Audit Firms)

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**REPORT OF THE INDEPENDENT AUDITOR ON THE AUDIT OF THE REMUNERATION REPORT IN ACCORDANCE
WITH SECTION 162 (3) AKTG**

To alstria office REIT-AG, Hamburg/Germany

Audit Opinion

We conducted a formal audit of the remuneration report of alstria office REIT-AG, Hamburg/Germany, for the financial year from January 1 to December 31, 2024 to assess whether the disclosures required under Section 162 (1) and (2) German Stock Corporation Act (AktG) have been made in the remuneration report. In accordance with Section 162 (3) AktG, we have not audited the content of the remuneration report.

In our opinion, the disclosures required under Section 162 (1) and (2) AktG have been made, in all material respects, in the accompanying remuneration report. Our audit opinion does not cover the content of the remuneration report.

Basis for the Audit Opinion

We conducted our audit of the remuneration report in accordance with Section 162 (3) AktG and in compliance with the *IDW Auditing Standard: Audit of the Remuneration Report pursuant to Section 162 (3) AktG (IDW AuS 870 (09.2023))*. Our responsibilities under those requirements and this standard are further described in the "Auditor's Responsibilities" section of our report. Our audit firm has applied the requirements of the IDW Quality Management Standards. We have fulfilled our professional responsibilities in accordance with the German Public Auditor Act (WPO) and the Professional Charter for German Public Auditors and German Sworn Auditors (BS WP/vBP) including the requirements on independence.

Responsibilities of the Executive Board and the Supervisory Board

The executive board and the supervisory board are responsible for the preparation of the remuneration report, including the related disclosures, that complies with the requirements of Section 162 AktG. In addition, they are responsible for such internal control as they have determined necessary to enable the preparation of a remuneration report, including the related disclosures, that is free from material misstatement, whether due to fraud (i.e., fraudulent financial reporting and misappropriation of assets) or error.

Auditor's Responsibilities

Our objective is to obtain reasonable assurance about whether the disclosures required under Section 162 (1) and (2) AktG have been made, in all material respects, in the remuneration report, and to express an opinion on this in a report on the audit.

We planned and conducted our audit in such a way to be able to determine whether the remuneration report is formally complete by comparing the disclosures made in the remuneration report with the disclosures required under Section 162 (1) and (2) AktG. In accordance with Section 162 (3) AktG, we have neither audited the correctness of the content of the disclosures, nor the completeness of the content of the individual disclosures, nor the adequate presentation of the remuneration report.

Handling of Possible Misrepresentations

In connection with our audit, our responsibility is to read the remuneration report taking into account our knowledge obtained in the financial statement audit while remaining attentive to any signs of misrepresentations in the remuneration report regarding the correctness of the content of the disclosures, the completeness of the content of the individual disclosures or the adequate presentation of the remuneration report.

If, based on the work we have performed, we conclude that there is such a misrepresentation, we are required to report that fact. We have nothing to report in this regard.

Hamburg/Germany, February 24, 2025

Deloitte GmbH
Wirtschaftsprüfungsgesellschaft

Signed:
Annika Deutsch
Wirtschaftsprüferin
(German Public Auditor)

Signed:
Maximilian Freiherr v. Perger
Wirtschaftsprüfer
(German Public Auditor)

A. REMUNERATION REPORT 2024

The remuneration report of alstria office REIT-AG (**alstria** or **Company**) for financial year 2024 explains the main elements of the remuneration of the Company's Management Board and Supervisory Board members. It describes the amount and structure of the remuneration. The Management Board and the Supervisory Board have jointly created this remuneration report and ensured that it corresponds with the legal requirements of section 162 German Stock Corporation Act (**AktG**). The remuneration report was audited by Deloitte GmbH Wirtschaftsprüfungsgesellschaft in accordance with the requirements of section 162 paragraph 3 AktG.

The audit note for this remuneration report (<https://www.alstria.com/audit-report-remuneration-report-2024>), the current remuneration systems for the Management Board (<https://alstria.com/remuneration-system-management-board-2022>) and the Supervisory Board (<https://alstria.com/remuneration-system-supervisory-board-2023>) as well as this remuneration report (<https://alstria.com/remuneration-report-2024.pdf>) are published on the Company's website.

The remuneration of the Management Board for the financial year 2024 was based on the remuneration system 2022, which was put to vote at the annual general meeting of shareholders on June 10, 2022 and approved by 99.6% of votes cast (**Management Board Remuneration System 2022**). The remuneration report 2023 was approved by 99.7% of votes cast by our annual general meeting of shareholders on June 6, 2024 and the revised remuneration system for our Supervisory Board (**Supervisory Board Remuneration System 2023**) was approved by 99.9% of the votes cast by our annual general meeting of shareholders on May 4, 2023. Given the high approval, we do not see reason for changes to the remuneration report and remuneration systems. We will continue the high level of disclosure already established in the remuneration reports 2021, 2022 and 2023.

1. VIEW ON THE FINANCIAL YEAR 2024

The relevant remuneration KPIs were influenced in 2024 mainly by the following effects:

- German economy stagnated in 2024 (GDP -0.2%)
- Annual inflation rate (CPI) for 2024 was 2.2%
- Difficult, but stable letting markets
- Extremely low transaction volume
- Continuous investment in the existing portfolio
- Revenues and FFO per share above plan in 2024

With a decline in gross domestic product of 0.2%, the German economy stagnated again in 2024, now for the third year in a row. In particular, economically significant sectors such as capital goods manufacturers and energy-intensive industries continued to decline. This was due to the weak order situation, intense competition and structural challenges. Even the moderate easing of monetary policy over the course of the year was unable to boost economic activity. Against the backdrop of weak economic development, the unemployment rate rose to 6.0%. Consumer prices rose by 2.2% in 2024, bringing them closer to the European Central Bank's target corridor. Despite a weak commercial letting market, alstria's letting performance (measured in terms of new lettings, lease renewals and option drawings) increased by 25,200 m² to 158,600 m² compared to the previous year.

Despite the ongoing weak economic development, prices on the German office property market stabilised, although the transaction volume remained at an extremely low level. The valuation of alstria's property portfolio as at 31 December 2024 by BNP Paribas Real Estate led to a positive revaluation of EUR 52.8 million in total (previous year: write-down of EUR 769.5 million) to EUR 4.1 billion. The new portfolio value reflects an average value of EUR 2,970 per sqm and a yield of 4.9% for the portfolio, based on the contractually agreed rent in relation to the market value.

In 2024, alstria invested a total of EUR 92.4 million in the existing portfolio*. More than half of this amount (EUR 56.5 million) was attributable to development investments, which significantly improved the quality of the assets. The current development portfolio comprises 12 projects with a total lettable area of 118,900 sqm.

The forecast for revenue and FFO published by alstria at the beginning of 2024 was significantly exceeded in the financial year 2024. Consolidated revenue amounted to EUR k 198,441 (forecast: EUR 195 million) and FFO reached EUR k 81,173 in the reporting year (forecast: EUR 71 million). This resulted in FFO per share of EUR 0.45 (forecast: EUR 0.40)

* In addition, EUR 10.7 million in development costs were capitalised, although these were immediately written off again for reasons of prudence.

2. REMUNERATION OF THE MANAGEMENT BOARD MEMBERS

2.1. Remuneration Governance

The Supervisory Board is responsible for determining, implementing and reviewing the remuneration of the Management Board. The Supervisory Board discusses and reviews the remuneration system for the Management Board at regular intervals and whenever necessary and resolves on changes. The remuneration system will be submitted to the annual general meeting of shareholders for approval in the event of significant changes, but at least every four years.

Total remuneration of the individual Management Board members is determined by the Supervisory Board and covers all activities within the alstria Group. Criteria for the appropriateness of the remuneration include the duties of the individual Management Board member, the personal performance, the economic situation, the success and future prospects of alstria, as well as the customary nature of the remuneration, taking into account the competitive environment and the remuneration structure otherwise applicable in alstria.

To assess the appropriateness of the total remuneration of the members of the Management Board compared to other companies, the Supervisory Board regularly conducts a remuneration benchmark using a suitable peer group of comparable companies, e.g. relevant competitors in the Real Estate business. When the Supervisory Board revised the remuneration system for the Management Board in financial years 2020/2021, this peer group comprised companies of the EPRA Germany Index (ADO Properties, Aroundtown, Deutsche Euroshop, Deutsche Wohnen, Grand City Properties, Hamborner REIT, LEG Immobilien, TAG Immobilien, TLG Immobilien, Vonovia), and, in addition, for the European perspective, the companies of the EPRA Developed Europe Office Index. In order to reflect national market practice and company size, MDAX companies were also considered. As the remuneration system has remained unchanged since then, no further comparisons have been made.

In order to assess the customary nature of remuneration within alstria, the ratio of Management Board remuneration to the remuneration of senior management reporting directly to the Management Board and of all employees is taken into account. Thereby, alstria regularly compares the remuneration levels (fixed salary, bonus, long-term incentive, excluding pension and healthcare) and reviews and publishes the CEO pay ratio, which shows the CEO target remuneration in relation to the median target remuneration of all employees and managers. The table below shows the respective compensation as well as the development of the CEO pay ratio since 2021.

CEO pay ratio

	2021	2022	2023	2024
CEO ¹⁾	1,267,000 €	1,259,000 €	1,261,000 €	1,260,000 €
Employees + managers ²⁾	77,412 €	77,000 €	77,864 €	81,833 €
	16.4 : 1	16.4 : 1	16.2 : 1	15.4 : 1

¹⁾ Calculated as the CEO target all-in compensation without insurance and pension benefits in relation to the median all-in compensation of all employees and managers. The numbers differ from the published numbers in the social data part of the ESG report due to different calculation bases.

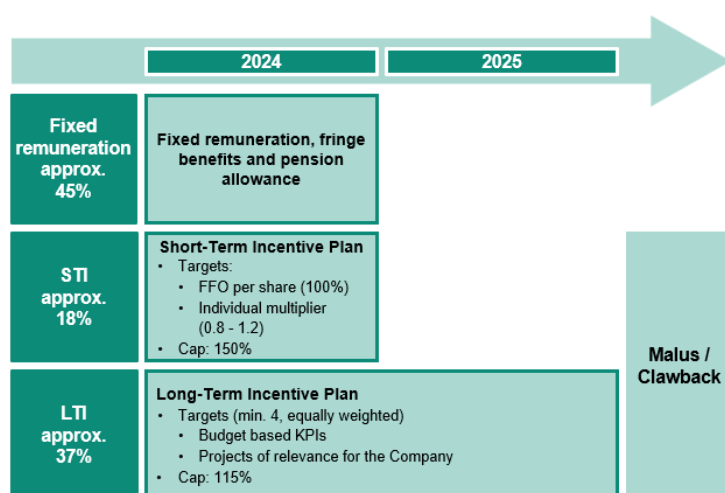
²⁾ Median target compensation of employees and managers of alstria was considered, therefore deviating from the average compensation awarded and due in the comparative presentation.

A lack of independence and conflicts of interest of members of the Supervisory Board may prevent independent advice and supervision when determining the remuneration of the Management Board. The Supervisory Board considers all its members independent from the Company and its Management Board and its member Rebecca Worthington as also independent from the controlling shareholder. Furthermore, the members of the Supervisory Board are required by law, the German Corporate Governance Code in its current version as of April 28, 2022 (GCGC) and the internal rules of procedure for the Supervisory Board to disclose immediately any conflicts of interest they may have. In such cases, the Supervisory Board takes appropriate measures to take account of the conflict of interest. For example, the members concerned do not participate in discussions and resolutions.

The remuneration in the financial year 2024 is fully in line with the Management Board Remuneration System 2022. The details of the application in the financial year 2024 are presented hereafter.

2.2. Management Board Remuneration System

Management Board remuneration is granted in line with the Management Board Remuneration System 2022, which is systematically depicted in the diagram below.



The main essential remuneration components and further contractual provisions of the Management Board Remuneration System 2022 are described in more detail below.

Fixed remuneration	Annual base salary	<ul style="list-style-type: none"> Annual base salary paid in twelve monthly installments 	
	Pension allowance	<ul style="list-style-type: none"> Monthly grants of cash for private pension purposes 	
	Fringe benefits	<ul style="list-style-type: none"> Use of company cars and insurance premiums 	
Variable remuneration	Short-Term Incentive Plan	Type of plan	<ul style="list-style-type: none"> Target bonus
		Performance period	<ul style="list-style-type: none"> 1 year
		Targets	<ul style="list-style-type: none"> 100% FFO per share (0% -150%) Individual multiplier (0.8-1.2)
		Payout	<ul style="list-style-type: none"> Payout 0% - 150% of target amount in cash
	Long-Term Incentive-Plan	Type of plan	<ul style="list-style-type: none"> Long term target bonus
		Performance period	<ul style="list-style-type: none"> 2 years
		Targets	<ul style="list-style-type: none"> Minimum 4 targets (equally weighed), including budget based KPIs or projects of relevance for the Company
		Payout	<ul style="list-style-type: none"> Payout 0% - 115% of target amount in cash
Malus & Clawback	<ul style="list-style-type: none"> Reduction of variable remuneration which has not been paid out and reclaim of variable remuneration which has been paid out in cases of compliance violations and/or incorrect consolidated financial statements 		
Termination in case of change of control	<ul style="list-style-type: none"> Management Board members are considered not to be responsible for a withdrawal after a change of control for up to 12 months after a change of control 		
Share Ownership Guidelines	<ul style="list-style-type: none"> None 		
Maximum remuneration	<ul style="list-style-type: none"> Maximum remuneration p.a. for the CEO is EUR 2,600,000 and for the CFO EUR 2,100,000. 		
Post-Contractual Non-Compete Obligation	<ul style="list-style-type: none"> Comprehensive post-contractual non-competition clause for a period of six months after termination of the service agreement irrespective of the reason for termination. Compensation in the amount of 100% of the last annual base salary for the duration of the non-competition clause. 		

2.2.1. Target Remuneration and Remuneration Structure

The target remuneration of the Management Board member for the financial years 2024 and 2023, which is contractually defined as payable upon 100% target achievement, and the resulting remuneration structure are presented below. The term of office of CFO Alexander Dexne ended on December 31, 2022. The target remuneration for the Management Board has not been increased in the last year, therefore the structure of the total target compensation remains nearly identical for the CEO Olivier Elamine.

The sum of the fixed and variable remuneration elements constitutes the total target remuneration in the event of 100% target achievement by a Management Board member. The focus on the long-term and sustainable development of alstria pursuant to section 87 paragraph 1 sentence 2 AktG is ensured by the higher weighting of the Long-Term Incentive Plan compared to the Short-Term Incentive Plan. The share of the Short-Term Incentive Plan in the variable remuneration amounts to around 33%, whereas the share of the Long-Term Incentive Plan accounts for around 67% of the variable remuneration.

Target remuneration

	Olivier Elamine (CEO)		
	2024		2023
	in T€	in % ¹⁾	in T€
Annual base salary	500	37	500
Fringe benefits	22	3	23
<i>Company car</i>	10	-	11
<i>Insurances</i>	12	-	12
Pension allowance	88	6	88
Short-Term Incentive	250	18	250
<i>STI 2023</i>	-	-	250
<i>STI 2024</i>	250	-	-
Long-Term Incentive	500	37	500
<i>LTI 2023-2024</i>	-	-	500
<i>LTI 2024-2025</i>	500	-	-
Total target remuneration	1,360		1,361

¹⁾ Numbers commercially rounded.

2.2.2. Fixed Remuneration

Annual Base Salary

The annual base salary is paid in twelve equal monthly installments at the end of each month. If the service contract begins or ends during a financial year, the annual base salary for that financial year is payable on a *pro rata temporis* basis.

Fringe Benefits

Members of the Management Board also receive fringe benefits; these mainly consist of insurance premiums and the private use of company cars. As a remuneration component, these ancillary benefits are taxable. In principle, all Management Board members are equally entitled to them, while the amount of use varies depending on their personal situations. The fringe benefits are included in the maximum remuneration and therefore capped.

Furthermore, the Company has taken out a D&O insurance (Directors & Officers Liability Insurance) for the benefit of the members of the Management Board with a deductible of 10% of the damage up to the amount of one and a half times the annual fixed remuneration of the respective Management Board member.

Pension Allowance

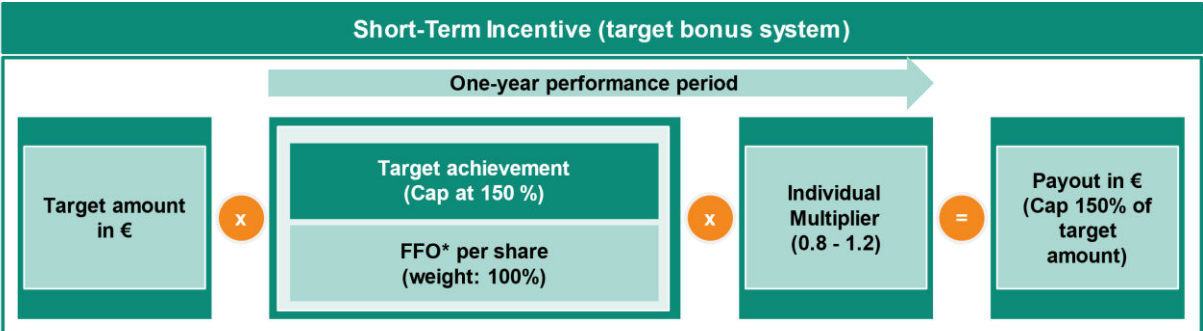
In addition, the Company grants the members of the Management Board monthly payments for pension purposes in form of a pension allowance. These pension benefits amount to approximately 18% of the members’ annual fixed salaries.

2.2.3. Variable Remuneration

Short-Term Incentive (STI)

As a short-term performance-based remuneration component, the STI is linked to the development of the quantitative performance target Funds from Operations (FFO) per share. It is designed as a target bonus system. A possible STI payout amount is calculated as the overall target achievement times the individual target amount as indicated in the respective service contract; it is capped at 150% of the individual target amount (cap) and is paid out in cash. In addition to the performance target, an individual multiplier ranging between 0.8 to 1.2 is applied to determine the final payout.

The STI functions as follows:



Performance target

The STI performance target is the Funds From Operations per share. FFO are a key metric of alstria’s strategy since they define the cash flow from operations. FFO per share is a non-GAAP metric which

is frequently used for real estate companies in lieu of earnings per share. alstria annually publishes its FFO and FFO per share as well as a detailed reconciliation with its IFRS accounts.

The impact that acquisitions or disposals and changes to alstria’s share capital have on the FFO per share for a financial year, will be disregarded by the Supervisory Board to guarantee a fair and well-balanced incentive.

The payout amount of the STI depends on the degree of target achievement for the FFO per share. The ratio of the FFO per share actually achieved during the financial year is measured against the budgeted FFO per share. Target achievement can range between 0% and 150%. For a payout to occur, at least 70% of the performance target value must be achieved (threshold). If the actually achieved FFO per share is equal to the budgeted FFO per share the target achievement will be 100%. A maximum of 130% of the performance target value can be achieved (cap) and results in a target achievement of 150%.

The values of FFO per share set for the financial year 2023 as well as the actually achieved value and the resulting overall target achievement are shown in the following table:

STI 2024	FFO per share ¹⁾
Threshold	0.31 €
Target value	0.44 €
Maximum	0.57 €
Actual value ²⁾	0.48 €
Target achievement ²⁾	114%

¹⁾ Before minorities.

²⁾ Unaudited numbers at the time of the preparation of this report.

Multiplier

The preliminary payout value achieved is then multiplied with an individual multiplier ranging between 0.8 and 1.2. This enables the Supervisory Board to take into account the personal performance of the individual Management Board member and its responsibilities withing alstria in addition to the achievement of financial performance. When determining the multiplier, the Supervisory Board will take into account extraordinary events or developments as well as unexpected significant fluctuation in financial measures.

The performance target (FFO per share) for the STI 2024 has been overachieved. The Supervisory Board has set the individual modifier for the financial year 2024 on 1.0 for Olivier Elamine. With this multiplier, the Supervisor Board recognizes the good performance in the context of significant internal reorganisations and persistently challenging market conditions.

As the actually achieved FFO per share was 109% of the budgeted FFO per share, this translates into a target achievement of 114%. The target achievement of the individual performance criterium as well as the resulting overall target achievement after application of the individual modifier is shown in total below:

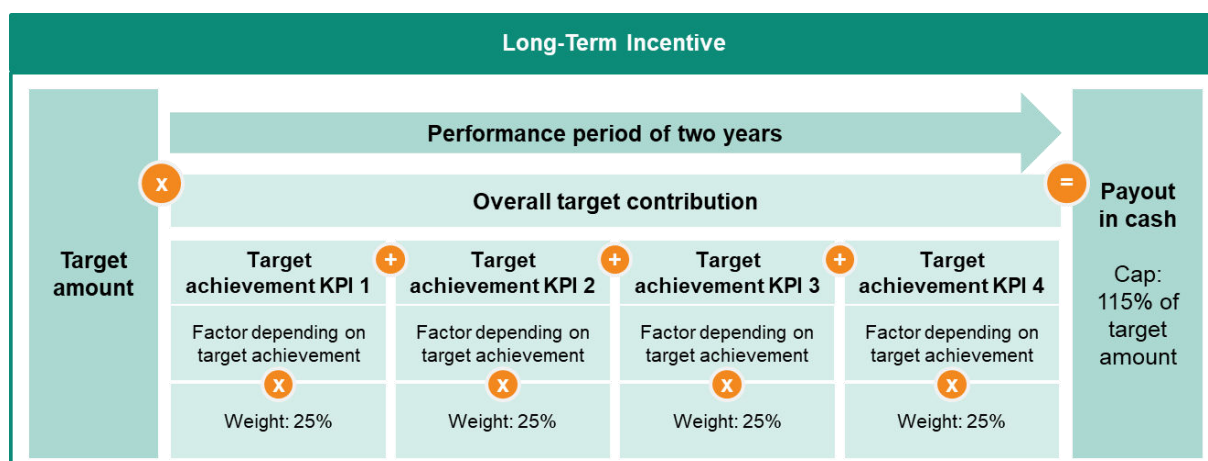
STI 2024

	Target achievement FFO per share	Multiplier	Total target achievement	Target amount STI 2024 (in T€)	Payout STI 2024 (in T€)
Olivier Elamine	114%	1.0	114%	250	286

Long-Term Incentive (LTI)

The Long Term Incentive Plan is constructed as an incentive scheme to reward general performance and overall achievement of alstria and is issued in annual tranches with a performance period of two years. The Supervisory Board sets at least 4 Key Performance Indicators (KPI), the achievement of which during the performance period will determine the final payout amount of the LTI. LTI KPIs correspond to either an explicit quantifiable target in the multi-year business plan or the achievement of a project of relevance within the respective performance period.

The following picture shows how the LTI functions:



After the end of the performance period, the performance achieved for each LTI KPI is determined by dividing the actually achieved KPIs by the KPI target value. The resulting performance achievement of each KPI is then multiplied with a factor in accordance with the following rule:

- If the performance achievement is lower than 90%, the factor is zero.
- If the performance achievement lies between 90% and 110%, then the factor increases linearly between 0.85 and 1.15
- If the performance achievement is higher than 110%, the factor is 1.15.

The respective target achievements resulting from the multiplication of performance achievement and factor are then multiplied with the respective weighting of the KPI to determine each KPI contribution to the final payout amount of the respective tranche. The final payout amount is the sum of each individual LTI KPI contribution multiplied with the target value of each LTI granted.

The LTI will be paid out no later than in the month following the adoption of the financial statements of the performance period and is capped at 115% of the individually granted target amount. The payment is made *pro rata temporis*, taking into account the number of active months of the respective Management Board member in the performance period.

LTI 2023 - 2024 and LTI 2024 - 2025

For the periods 2023-2024 and 2024-2025, the LTI KPIs are defined as follows:

LTI 2023 - 2024 – KPIs	
Income management	<ul style="list-style-type: none">• Total annualized rental income of new leases signed, leases renewed or options taken by tenants over the period
Capital recycling	<ul style="list-style-type: none">• Value of assets to be sold over the period
Cost control	<ul style="list-style-type: none">• Cumulative SG&A over the period
Capital growth	<ul style="list-style-type: none">• Number of development projects to be delivered (at a given cost) during the period
LTI 2024 - 2025 – KPIs	
Income management	<ul style="list-style-type: none">• Value of new leases, option and lease renewal to be achieve over the period
Capital recycling	<ul style="list-style-type: none">• Value of assets to be sold over the period
Cost control	<ul style="list-style-type: none">• Control of admin & personnel cost over the period
Capital growth	<ul style="list-style-type: none">• Number of development projects to be delivered (at a given cost) during the period

The target values for the LTI 2023 - 2024 and for the LTI 2024 - 2025 are reported in the table displaying target remuneration.

The LTI 2023 - 2024 assesses performance in financial years 2023 and 2024. The following table provides an overview of the target achievement resulting for the LTI 2023 - 2024, which will be paid out in early 2025:

LTI Tranche 2023 - 2024

		KPI target achievement	KPI multiplier	KPI contribution
Leasing	Value of new leases, option and lease renewal to be achieved over the period	1.1000	1.1500	0.2875
Asset sales	Value of assets to be sold over the period	0.0000	0.0000	0.0000
Capex	Number of development projects to be delivered (at a given cost) during the period	0.9206	0.8809	0.2202
Cost control	Admin & personnel cost over the period	1.1000	1.1500	0.2875
Overall target achievement				0.7952
	LTI target value (in T€)	Presence factor		LTI vesting value (in T€)
Olivier Elamine	500	1		397,600

2.2.4. Malus & Clawback

As a rule, all variable remuneration components of the Management Board members are only paid out after the end of the regular performance period. In the event that a Management Board member deliberately commits a material breach of

- a material duty of care within the meaning of section 93 German Stock Corporation Act (AktG) or
- a material duty under the service contract,

the Supervisory Board may at its reasonable discretion (section 315 of the German Civil Code (Bürgerliches Gesetzbuch, "BGB")) reduce the unpaid variable remuneration in the performance period of which the breach occurred in part or in full ("**Malus**") or reclaim parts or all of the gross amount of any variable remuneration already paid out ("**Clawback**").

Notwithstanding the above, Management Board members must repay any variable remuneration already paid out if and to the extent that it turns out after the payment that the audited and approved consolidated financial statement on which the calculation of the payment amount was based was incorrect and must therefore be publicly restated according to legal requirements and the relevant accounting standards, and based on the restated, audited consolidated financial statement and the relevant remuneration system, a lower or no payment amount would have been owed from the variable remuneration.

In the financial year 2024 no Malus or Clawback regulations were applied.

2.2.5. Remuneration Related Legal Provisions

Explanations of the post-contractual non-competition obligations agreed on with the members of the Management Board, the provisions in the event of premature contract termination, and the information required under section 162 paragraph 2 AktG on possible third-party benefits are provided below.

Third-Party Benefits

The member of the Management Board has not been awarded any third-party benefits in the financial year 2024 for his activities as a Management Board member of alstria.

Contract Termination Provisions

In the event of resignation from office by the member of the Management Board or a withdrawal of the appointment as member of the Management Board pursuant to section 84 paragraph 3 AktG, the service contract ends after the expiration of the notice period of section 622 BGB. The right of alstria and the Management Board member to terminate the service contract for good cause ("*wichtiger Grund*") pursuant to section 626 paragraph 1 BGB remains unaffected.

In case of an early termination of the service contract by mutual agreement, the Management Board member will receive the remuneration for the rest of the term of the service contract, but no more than the value of two years' full remuneration in any case calculated on the basis of the total remuneration for the foregoing full financial year (severance payment). The same shall apply in case of a withdrawal of the appointment according to section 84 paragraph 3 AktG, (but not in case of resignation by the Management Board member), if the withdrawal of appointment occurred for reasons the Management Board member is not responsible for.

Any withdrawal of the appointment occurring within a period of up to twelve months following a change of control, shall be considered as a withdrawal the Management Board member is not responsible for, unless the withdrawal is for good cause ("*wichtiger Grund*" pursuant to section 626 paragraph 1 BGB).

In case within a period of up to twelve months after a change of control the position as member of the Management Board is materially negatively impacted (e.g., by a material reduction of his responsibilities), the Management Board member has the right to resign from office and to terminate the service contract with a notice period of three months to the end of a month. In this case, the Management Board member will receive the severance payment.

A change of control occurs if (i) a third party acquires at least 30% of the voting rights in alstria pursuant to sections 29, 30 German Takeover Law (*WpÜG*) or (ii) alstria as a dependent entity, concludes a corporate agreement within the meaning of section 291 et seq. AktG or (iii) alstria is merged with a non-affiliated entity pursuant to section 2 et seq. of the German Reorganization Act

(UmwG), unless the enterprise value of the other entity is, at the time the merger decision is made by the transferring company, less than 20% of alstria's enterprise value.

In the event of a contract termination, the STI shall be forfeited in case the contract is terminated by alstria for good cause or the Management Board member has terminated the service relationship without notice and without good cause ("*wichtiger Grund*"). In any other cases, the STI shall remain unaffected.

If a Management Board member retires from service with alstria for reasons of reaching the retirement age, invalidity, occupational disability, early retirement, or death the payment for the LTI is made *pro rata temporis*, taking into account the number of active months of the respective Management Board member in the performance period. If the service contract with alstria is terminated by alstria for good cause ("*wichtiger Grund*") subject to section 626 BGB, the LTI forfeits. The same applies in the event that the Management Board member has resigned from office without good cause.

In the financial year 2024 no change-of-control provisions were applied with regards to the possibility of an early termination of the service agreements of the Management Board members.

Post-Contractual Non-Compete Obligation

Post-contractual non-compete obligations are agreed on with the Management Board members. For the duration of six months after the termination of the service contract (for whatever reason), the Management Board member may not exercise any professional activity for an enterprise which is in direct or indirect competition to alstria. The Management Board member also undertakes, for the duration of six months, not to set up or to acquire or to participate in such a company directly or indirectly. alstria may waive the post-contractual non-compete-obligation at any time, and with the expiration of a period of notice of six months.

For the duration of the post-contractual non-compete-obligation, alstria shall pay to the Management Board member a remuneration amounting to 100% of his last base salary. Payment of this remuneration is due at the end of each month. Remuneration from any professional activity which is not in competition to alstria shall be set off accordingly. Furthermore, any severance payment to a Management Board member will be offset against any payments according to the post-contractual non-compete-obligation as far as the severance payment is due for the duration of the post-contractual non-compete-obligation.

For the first six months of financial year 2023, alstria's former CFO Alexander Dexne was subject to a post-contractual non-compete obligation and alstria paid him the contractually agreed compensation amounting to 100% of his last base salary.

3. INDIVIDUALIZED DISCLOSURE OF THE REMUNERATION OF THE MANAGEMENT BOARD

The following table shows on an individual basis the remuneration awarded and due in accordance with section 162 AktG for the members of the Management Board. Furthermore, the compliance with the maximum remuneration according to section 87a AktG is reported.

The service contract of Alexander Dexne has regularly been terminated at the end of the financial year 2022. For the first six months of financial year 2023, he was subject to the post-contractual non-compete obligation under the terms described in this remuneration report. He did not receive any severance payments. The STI 2022 was regularly paid out to him in 2023 and the LTI 2022 - 2023 has not be terminated early but settled after the regular end of the performance period.

3.1. Remuneration Awarded and Due

As part of the individualized disclosure of the remuneration awarded and due to the member of the Management Board for the financial year 2024, the following specific remuneration elements are reported:

- The base salary as well as the fringe benefits and the pension allowance that were paid in the financial year 2024 as well as the remuneration for the post-contractual non-compete-obligation
- The STI 2024 assessing performance in 2024 that will be paid out in the financial year 2025
- The LTI 2023-2024 assessing performance in financial years 2023 and 2024 that will be paid out in the financial year 2025

In order to allow for a transparent disclosure, the respective remuneration amounts for the financial year 2023 are included as additional information.

Remuneration awarded and due

	Olivier Elamine (CEO)			Alexander Dexne (CFO)		
	2024		2023	2024		2023
	in T€	in % ²⁾	in T€	in T€	in % ²⁾	in T€
Annual base salary	500	39	500	-	-	200
Fringe benefits	22	2	23	-	-	-
<i>Company car</i>	10	-	11	-	-	-
<i>Insurances</i>	12	-	12	-	-	-
Pension allowance	88	7	88	-	-	-
Short-Term variable remuneration	286	22	296	-	-	-
<i>STI 2023</i>	-	-	296	-	-	-
<i>STI 2024¹⁾</i>	286	-	-	-	-	-
Long-Term variable remuneration	398	31	387	-	-	155
<i>LTI 2022-2023</i>	-	-	387	-	-	155
<i>LTI 2023-2024¹⁾</i>	398	-	-	-	-	-
Total remuneration	1.294		1.294			355

¹⁾ Unaudited numbers at the time of the preparation of this report.

²⁾ Numbers are commercially rounded.

3.2. Maximum Remuneration according to section 87a AktG

Pursuant to section 87a paragraph 1 sentence 2 number 1 AktG, the Supervisory Board is required to set a maximum remuneration for all remuneration elements, comprising base salary, fringe benefits, pension allowance and short-term variable as well as long-term variable remuneration.

For the CEO, the maximum remuneration that can be paid in relation to any given year is EUR 2,600,000. For a CFO and potential future Ordinary Management Board members, maximum remuneration that can be paid in relation to any given year is set at EUR 2,100,000. Extraordinary performance is required to actually achieve these maximum amounts.

The remuneration paid for financial year 2023 to the CEO (EURk 1,294) and CFO (EURk 355) was below the respective maximum remuneration pursuant to section 87a paragraph 1 sentence 2 number 1 AktG.

The total of all payments resulting from commitments for the 2024 financial year can only be determined after the expiry of the two-year performance period of the Long-Term Incentive and the calculation of target achievement based on the audited financial report for 2025. However, in compliance with the maximum remuneration pursuant to section 87a paragraph 1 sentence 2 number 1 AktG it can already be ensured today, that even in the event of a payout of the Long-Term Incentive 2024 - 2025 amounting to 115% of the target amount (cap) the total of all remuneration components would be below the maximum remuneration. A detailed report on compliance with the maximum remuneration of the remuneration granted for the financial year 2024 will be provided in the remuneration report for the corresponding year after the end of the performance period of the LTI tranche 2024-2025.

4. REMUNERATION OF THE SUPERVISORY BOARD MEMBERS

The remuneration system of the Supervisory Board as well as the individual remuneration awarded and due to the members of the Supervisory Board in the financial year 2024 are shown below.

4.1. Remuneration system for the Supervisory Board Members

4.1.1. Remuneration governance

After the end of the fiscal year, the members of the Supervisory Board receive remuneration for that fiscal year, which is determined by resolution of the annual general meeting. The remuneration for the members of the Supervisory Board was last adjusted by the annual general meeting of shareholders on May 4, 2023 (AGM 2023) by 99.9% of votes cast (**Supervisory Board Remuneration System 2023**). The determination shall apply until the annual general meeting decides otherwise. At least every four years or in case of a change, the remuneration system of the members of the Supervisory Board is resubmitted to the annual general meeting of shareholders for resolution, see section 113 paragraph 3 AktG. In the event that the annual general meeting of shareholders does not approve a remuneration system put to the vote, a revised remuneration system shall be presented at the latest at the following annual general meeting of shareholders.

The remuneration in the financial year 2024 is fully in line with the Supervisory Board Remuneration System 2023. The Supervisory Board Remuneration System 2021 (as defined below) applied from January 1 until the Company's AGM 2023 and the Supervisory Board Remuneration System 2023 applied for the time after the AGM 2023 and December 31, 2023. The details of the application in the financial years 2024 and 2023 are presented hereafter.

4.1.2. Supervisory Board Remuneration System 2023

Some members of the Supervisory Board had waived their Supervisory Board remuneration. The Company wished to take this development into account. Therefore, remuneration is now granted only to the chair of the audit committee of the Supervisory Board, in particular to reflect the demands of this activity on the Supervisory Board. The chair of the audit committee receives a remuneration of EUR 70,000.00 p.a., which is fixed and not performance related. Members who chair the audit committee for only part of a year receive remuneration pro rata temporis. The further members of the Supervisory Board receive no remuneration. The Company reimburses the expenses of the members of the Supervisory Board and has, at its own expense, taken out an appropriate liability insurance (D&O insurance) for the benefit of the members of the Supervisory Board to cover the risks arising from the performance of their duties (Art. 13 paragraph 2 of the Articles of Association). No further remuneration is granted. Variable remuneration elements do not exist and no attendance fees are being paid. The granting of fixed (and not variable) remuneration exclusively to the chair of the audit committee ensures that in particular the chair of the audit committee of the supervisory board can exercise the supervisory and advisory function independently. In addition, the non-granting of remuneration or granting of fixed remuneration ensures that all members of the Supervisory Board will be able to carry out their activities independently of the short-term success of alstria. In this

way, the Supervisory Board can concentrate primarily on its activities with regard to the long-term development of alstria.

4.1.3. Supervisory Board Remuneration System 2021

Until the annual general meeting on May 4, 2023, the remuneration for the members of the Supervisory Board was granted in line with the old supervisory board remuneration system as last confirmed by the annual general meeting of shareholders in 2021 by 99.7 % of votes cast (**Supervisory Board Remuneration System 2021**). The remuneration granted in line with the Supervisory Board Remuneration System 2021 was not performance-related. It consisted of a fixed remuneration and a likewise fixed remuneration for committee work. The Company reimbursed the expenses of the members of the Supervisory Board. The Company had, at its own expense, taken out an appropriate liability insurance (D&O insurance) for the benefit of the members of the Supervisory Board to cover the risks arising from the performance of their duties (Art. 13 paragraph 2 of the Articles of Association). Members of the Supervisory Board each received an annual fixed remuneration of EUR 50,000. The chair of the Supervisory Board received an additional annual amount of EUR 100,000 (factor 3); the deputy chair received an additional amount of EUR 25,000 (factor 1.5).

Membership in the audit committee entitled a member to an additional remuneration of EUR 10,000, while the chair of the audit committee received EUR 20,000 per year (factor 2). Membership in the nomination and remuneration committee entitled a member to an additional annual remuneration of EUR 7,500 while the chair of this committee was compensated with additional EUR 15,000 per year (factor 2). The same applied to the finance and investment committee, which was dissolved effective March 21, 2022. Membership in temporary committees did not entitle a member to additional remuneration.

Members who belonged to the Supervisory Board respectively one of its committees for only part of a year received a *pro rata temporis* remuneration. Variable remuneration elements did not exist and no attendance fees have been paid.

4.2. Individualized Disclosure of the Remuneration of the Supervisory Board

The composition of the Supervisory Board did not change in financial year 2024. The remuneration awarded and due to the members of the Supervisory Board in the 2024 financial year is presented in the following. A distinction is made between fixed remuneration and committee remuneration for financial year 2023.

Supervisory Board Remuneration	2024				2023			
	Remuneration		Total remuneration	Fixed remuneration		Committee remuneration		Total remuneration
	in T€	in %	in T€	in T€	in %	in T€	in %	in T€
Brad Hyler (Chair) ¹⁾	-	-	-	- ³⁾	-	- ³⁾	-	-
Jan Sucharda (Deputy Chair) ¹⁾	-	-	-	- ³⁾	-	- ³⁾	-	-
Richard Powers ²⁾	-	-	-	-	-	-	-	-
Rebecca Worthington ¹⁾	70,0	100	70,0	17,0	24	53,0	76	70,0
Dr. Frank Pörschke ⁴⁾	-	-	-	17,0	83	3,4	17	20,4
Elisabeth Stheeman ⁴⁾	-	-	-	17,0	87	2,5	13	19,5
Karl Wambach ⁵⁾	-	-	-	- ⁶⁾	-	- ⁶⁾	-	-
Sum	70,0	-	70,0	51,0	-	58,9	-	109,9

¹⁾ Elected by court order with effect from March 1, 2022 and elected by the annual general meeting 2022.

²⁾ Elected by the annual general meeting 2023.

³⁾ The supervisory board member waived the payment of the fixed annual remuneration for the membership in the Company's supervisory board and its committees. alstria paid taxes.

⁴⁾ Resigned membership in the course of the downsizing of the supervisory board from 6 to 4 members with effect from May 31, 2023.

⁵⁾ Term expired on May 4, 2023.

⁶⁾ The supervisory board member waived the payment of the fixed annual remuneration for the membership in the Company's supervisory board and its committees.

5. COMPARATIVE PRESENTATION OF REMUNERATION AND COMPANY PERFORMANCE

In addition to the individualized disclosure of the remuneration of the Management Board and Supervisory Board, section 162 paragraph 1 sentence 2 of the German Stock Corporation Act (AktG) also requires a comparative presentation thereof with the remuneration of the workforce as well as the Company's performance. The following table therefore compares the remuneration awarded and due to members of the Management and Supervisory Board with the average employee remuneration and the key financial figures revenues and FFO per share, which were selected on the basis of their central management function for the Company.

Comparative presentation	2024	Change 2024/2023	2023	Change 2023/2022	2022	Change 2022/2021	2021	Change 2021/2020	2020
	in T€	in %	in T€	in %	in T€	in %	in T€	in %	in T€
Management Board									
Olivier Elamine (CEO)	1,294	0	1,294	-71	4,511	148	1,818	-15	2,143
Alexander Dexne (former CFO)	0	-100	355	-90	3,673	148	1,484	-16	1,760
Supervisory Board									
Brad Hyler (Chair) ¹⁾	-	-	- ²⁾	-	- ²⁾	-	-	-	-
Jan Sucharda (Deputy Chair) ¹⁾	-	-	- ²⁾	-	- ²⁾	-	-	-	-
Richard Powers ³⁾	-	-	-	-	-	-	-	-	-
Rebecca Worthington ¹⁾	70	0	70	21	58	-	-	-	-
Dr. Frank Pörschke (former member)	-	-	20	-67	62	40	44	-	-
Elisabeth Stheeman (former member)	-	-	20	-67	59	38	43	-	-
Karl Wambach (former member)	-	-	- ⁴⁾	-	- ⁴⁾	-	-	-	-
Dr. Johannes Conradi (former Chair)	-	-	-	-	27	-84	165	0	165
Richard Mully (former Deputy Chair)	-	-	-	-	15	-84	90	0	90
Marianne Voigt (former member)	-	-	-	-	11	-84	70	0	70
Benoît Hérault (former member)	-	-	-	-	11	-84	68	0	68
Dr. Bernhard Düttmann (former member)	-	-	-	-	-	-	23	-65	68
Stefanie Frensch (former member)	-	-	-	-	-	-	23	-65	65
Employees									
Average remuneration	99	-10	110	-4	115	20	96	8	89
Company performance									
Revenues	198,441	3	192,026	5	182,819	0	183,670	4	177,063
FFO per share (in EUR) ⁵⁾	0.48	-6	0.51	-18	0.62	-7	0.67	8	0.62

¹⁾ Elected by the annual general meeting 2022.

²⁾ The supervisory board member waived the payment of the fixed annual remuneration for the membership in the Company's supervisory board and its committees. Austria paid taxes.

³⁾ Elected by the annual general meeting 2023.

⁴⁾ The supervisory board member waived the payment of the fixed annual remuneration for the membership in the Company's supervisory board and its committees.

⁵⁾ Before minorities.

The management board remuneration has been volatile over the past five years, despite a stable target remuneration and unchanged base salary. The management board remuneration was highly

impacted by extraordinary developments since 2020, such as the takeover of the Company and the implementation of the new Management Board Remuneration System 2022 as approved by the Annual General Meeting in 2022 and the corresponding early termination of all outstanding LTI tranches that were reported as part of the remuneration awarded and due in financial year 2022. In the following years, the management board remuneration decreased in 2023 and remained stable at that level in 2024. The lower remuneration in 2023 and 2024 is mainly influenced by the long-term incentive tranches that vested below the target value and the end of the term of the second management board member.

The overall Supervisory Board remuneration decreased over the past 5 years. This was driven by the changes in the composition of the Supervisory Board over the last two years and by the introduction of the Supervisory Board Remuneration System 2023.

For the average employee remuneration, all employees of alstria are considered, with the exception of interns, working students, apprentices and marginally employed employees. In addition, employees who were not employed for the entire year under review or who were absent for more than two months during the year under review are also not included. The remuneration stated comprises the base salary and the bonus (each extrapolated to full-time equivalents) for the year in question, the long-term variable remuneration amount paid out during the year in question as well as contributions to the pension scheme. Furthermore, fringe benefits such as payments for a job ticket or allowances for a company car are also taken into account.

The average employee remuneration has increased over the years since 2020. There have been special effects in 2022 and 2023 due to the takeover. In the investment agreement made in the context of the Takeover, the bidder had agreed with the Company to offer the employees to acquire the last two tranches of shares from the long-term remuneration program granted to the employees at the price of the takeover bid. These two tranches vested in 2022 and 2023 and led to extraordinary temporary increases in the average remuneration of these years. In 2024, no such effect took place, and in consequence the average employee remuneration for 2024 is 10% lower than the average remuneration during 2023. If the remuneration was adjusted from this extra-ordinary event, the average employee remuneration would have been EUR 93k in 2023 leading to an increase of 6.5% in 2024.

Looking at the corporate development over the period of the past 5 years, the revenue increased steadily. This development continued from 2023 to 2024 as revenues increased to EUR 198 million (compared to EUR 192 million in 2023).

The FFO per share (before minorities) has decreased constantly over the period of 5 years, impacted by the re-leveraging strategy of the Company and the increased market rates. In 2024, the FFO per share amounted to EUR 0.48 (prior year: EUR 0.51).

Hamburg, February 2025

alstria office REIT-AG

The Supervisory Board

Brad Hylar
Chairman of the Supervisory Board

The Management Board

Olivier Elamine
CEO

General Engagement Terms

for

Wirtschaftsprüferinnen, Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften [German Public Auditors and Public Audit Firms]

as of January 1, 2024

1. Scope of application

(1) These engagement terms apply to contracts between German Public Auditors (Wirtschaftsprüferinnen/Wirtschaftsprüfer) or German Public Audit Firms (Wirtschaftsprüfungsgesellschaften) – hereinafter collectively referred to as "German Public Auditors" – and their engaging parties for assurance services, tax advisory services, advice on business matters and other engagements except as otherwise agreed in writing (Textform) or prescribed by a mandatory rule.

(2) Third parties may derive claims from contracts between German Public Auditors and engaging parties only when this is agreed or results from mandatory rules prescribed by law. In relation to such claims, these engagement terms also apply to these third parties. A German Public Auditor is also entitled to invoke objections (Einwendungen) and defences (Einreden) arising from the contractual relationship with the engaging party to third parties.

2. Scope and execution of the engagement

(1) Object of the engagement is the agreed service – not a particular economic result. The engagement will be performed in accordance with the German Principles of Proper Professional Conduct (Grundsätze ordnungsmäßiger Berufsausübung). The German Public Auditor does not assume any management functions in connection with his services. The German Public Auditor is not responsible for the use or implementation of the results of his services. The German Public Auditor is entitled to make use of competent persons to conduct the engagement.

(2) Except for assurance engagements (betriebswirtschaftliche Prüfungen), the consideration of foreign law requires an express agreement in writing (Textform).

(3) If circumstances or the legal situation change subsequent to the release of the final professional statement, the German Public Auditor is not obligated to refer the engaging party to changes or any consequences resulting therefrom.

3. The obligations of the engaging party to cooperate

(1) The engaging party shall ensure that all documents and further information necessary for the performance of the engagement are provided to the German Public Auditor on a timely basis, and that he is informed of all events and circumstances that may be of significance to the performance of the engagement. This also applies to those documents and further information, events and circumstances that first become known during the German Public Auditor's work. The engaging party will also designate suitable persons to provide information.

(2) Upon the request of the German Public Auditor, the engaging party shall confirm the completeness of the documents and further information submitted as well as the explanations and statements provided in statement as drafted by the German Public Auditor or in a legally accepted written form (gesetzliche Schriftform) or any other form determined by the German Public Auditor.

4. Ensuring independence

(1) The engaging party shall refrain from anything that endangers the independence of the German Public Auditor's staff. This applies throughout the term of the engagement, and in particular to offers of employment or to assume an executive or non-executive role, and to offers to accept engagements on their own behalf.

(2) Were the performance of the engagement to impair the independence of the German Public Auditor, of related firms, firms within his network, or such firms associated with him, to which the independence requirements apply in the same way as to the German Public Auditor in other engagement relationships, the German Public Auditor is entitled to terminate the engagement for good cause.

5. Reporting and oral information

To the extent that the German Public Auditor is required to present results in a legally accepted written form (gesetzliche Schriftform) or in writing (Textform) as part of the work in executing the engagement, only that

presentation is authoritative. Draft of such presentations are non-binding. Except as otherwise provided for by law or contractually agreed, oral statements and explanations by the German Public Auditor are binding only when they are confirmed in writing (Textform). Statements and information of the German Public Auditor outside of the engagement are always non-binding.

6. Distribution of, a German Public Auditor's professional statement

(1) The distribution to a third party of professional statements of the German Public Auditor (results of work or extracts of the results of work whether in draft or in a final version) or information about the German Public Auditor acting for the engaging party requires the German Public Auditor's consent be issued in writing (Textform), unless the engaging party is obligated to distribute or inform due to law or a regulatory requirement.

(2) The use by the engaging party for promotional purposes of the German Public Auditor's professional statements and of information about the German Public Auditor acting for the engaging party is prohibited.

7. Deficiency rectification

(1) In case there are any deficiencies, the engaging party is entitled to specific subsequent performance by the German Public Auditor. The engaging party may reduce the fees or cancel the contract for failure of such subsequent performance, for subsequent non-performance or unjustified refusal to perform subsequently, or for unconscionability or impossibility of subsequent performance. If the engagement was not commissioned by a consumer, the engaging party may only cancel the contract due to a deficiency if the service rendered is not relevant to him due to failure of subsequent performance, to subsequent non-performance, to unconscionability or impossibility of subsequent performance. No. 9 applies to the extent that further claims for damages exist.

(2) The engaging party must assert a claim for subsequent performance (Nacherfüllung) in writing (Textform) without delay. Claims for subsequent performance pursuant to paragraph 1 not arising from an intentional act expire after one year subsequent to the commencement of the time limit under the statute of limitations.

(3) Apparent deficiencies, such as clerical errors, arithmetical errors and deficiencies associated with technicalities contained in a German Public Auditor's professional statement (long-form reports, expert opinions etc.) may be corrected – also versus third parties – by the German Public Auditor at any time. Misstatements which may call into question the results contained in a German Public Auditor's professional statement entitle the German Public Auditor to withdraw such statement – also versus third parties. In such cases the German Public Auditor should first hear the engaging party, if practicable.

8. Confidentiality towards third parties, and data protection

(1) Pursuant to the law (§ [Article] 323 Abs 1 [paragraph 1] HGB [German Commercial Code: Handelsgesetzbuch], § 43 WPO [German Law regulating the Profession of Wirtschaftsprüfer: Wirtschaftsprüferordnung], § 203 StGB [German Criminal Code: Strafgesetzbuch]) the German Public Auditor is obligated to maintain confidentiality regarding facts and circumstances confided to him or of which he becomes aware in the course of his professional work, unless the engaging party releases him from this confidentiality obligation.

(2) When processing personal data, the German Public Auditor will observe national and European legal provisions on data protection.

9. Liability

(1) For legally required services by German Public Auditors, in particular audits, the respective legal limitations of liability, in particular the limitation of liability pursuant to § 323 Abs. 2 HGB, apply.

(2) Insofar neither a statutory limitation of liability is applicable, nor an individual contractual limitation of liability exists, claims for damages due to negligence arising out of the contractual relationship between the

engaging party and the German Public Auditor, except for damages resulting from injury to life, body or health as well as for damages that constitute a duty of replacement by a producer pursuant to § 1 ProdHaftG [German Product Liability Act: Produkthaftungsgesetz], are limited to € 4 million pursuant to § 54 a Abs. 1 Number 2 WPO. This applies equally to claims against the German Public Auditor made by third parties arising from, or in connection with, the contractual relationship.

(3) When multiple claimants assert a claim for damages arising from an existing contractual relationship with the German Public Auditor due to the German Public Auditor's negligent breach of duty, the maximum amount stipulated in paragraph 2 applies to the respective claims of all claimants collectively.

(4) The maximum amount under paragraph 2 relates to an individual case of damages. An individual case of damages also exists in relation to a uniform damage arising from a number of breaches of duty. The individual case of damages encompasses all consequences from a breach of duty regardless of whether the damages occurred in one year or in a number of successive years. In this case, multiple acts or omissions based on the same source of error or on a source of error of an equivalent nature are deemed to be a single breach of duty if the matters in question are legally or economically connected to one another. In this event the claim against the German Public Auditor is limited to € 5 million.

(5) A claim for damages expires if a suit is not filed within six months subsequent to the written statement (Textform) of refusal of acceptance of the indemnity and the engaging party has been informed of this consequence. This does not apply to claims for damages resulting from scienter, a culpable injury to life, body or health as well as for damages that constitute a liability for replacement by a producer pursuant to § 1 ProdHaftG. The right to invoke a plea of the statute of limitations remains unaffected.

(6) § 323 HGB remains unaffected by the rules in paragraphs 2 to 5.

10. Supplementary provisions for audit engagements

(1) If the engaging party subsequently amends the financial statements or management report audited by a German Public Auditor and accompanied by an auditor's report (Bestätigungsvermerk), he may no longer use this auditor's report.

If the German Public Auditor has not issued an auditor's report, a reference to the audit conducted by the German Public Auditor in the management report or any other public reference is permitted only with the German Public Auditor's consent, issued in a legally accepted written form (gesetzliche Schriftform), and with a wording authorized by him.

(2) If the German Public Auditor revokes the auditor's report, it may no longer be used. If the engaging party has already made use of the auditor's report, then upon the request of the German Public Auditor he must give notification of the revocation.

(3) The engaging party has a right to five official copies of the report. Additional official copies will be charged separately.

11. Supplementary provisions for assistance in tax matters

(1) When advising on an individual tax issue as well as when providing ongoing tax advice, the German Public Auditor is entitled to use as a correct and complete basis the facts provided by the engaging party – especially numerical disclosures; this also applies to bookkeeping engagements. Nevertheless, he is obligated to indicate to the engaging party any material errors he has identified.

(2) The tax advisory engagement does not encompass procedures required to observe deadlines, unless the German Public Auditor has explicitly accepted a corresponding engagement. In this case the engaging party must provide the German Public Auditor with all documents required to observe deadlines – in particular tax assessments – on such a timely basis that the German Public Auditor has an appropriate lead time.

(3) Except as agreed otherwise in writing (Textform), ongoing tax advice encompasses the following work during the contract period:

- a) preparation and electronic transmission of annual tax returns, including financial statements for tax purposes in electronic format, for income tax, corporate tax and business tax, namely on the basis of the annual financial statements, and on other schedules and evidence documents required for the taxation, to be provided by the engaging party
- b) examination of tax assessments in relation to the taxes referred to in (a)
- c) negotiations with tax authorities in connection with the returns and assessments mentioned in (a) and (b)
- d) support in tax audits and evaluation of the results of tax audits with respect to the taxes referred to in (a)
- e) participation in petition or protest and appeal procedures with respect to the taxes mentioned in (a).

In the aforementioned tasks the German Public Auditor takes into account material published legal decisions and administrative interpretations.

(4) If the German Public auditor receives a fixed fee for ongoing tax advice, the work mentioned under paragraph 3 (d) and (e) is to be remunerated separately, except as agreed otherwise in writing (Textform).

(5) Insofar the German Public Auditor is also a German Tax Advisor and the German Tax Advice Remuneration Regulation (Steuerberatungsvergütungsverordnung) is to be applied to calculate the remuneration, a greater or lesser remuneration than the legal default remuneration can be agreed in writing (Textform).

(6) Work relating to special individual issues for income tax, corporate tax, business tax and valuation assessments for property units as well as all issues in relation to sales tax, payroll tax, other taxes and dues requires a separate engagement. This also applies to:

- a) work on non-recurring tax matters, e.g. in the field of estate tax and real estate sales tax;
- b) support and representation in proceedings before tax and administrative courts and in criminal tax matters;
- c) advisory work and work related to expert opinions in connection with changes in legal form and other re-organizations, capital increases and reductions, insolvency related business reorganizations, admission and retirement of owners, sale of a business, liquidations and the like, and
- d) support in complying with disclosure and documentation obligations.

(7) To the extent that the preparation of the annual sales tax return is undertaken as additional work, this includes neither the review of any special accounting prerequisites nor the issue as to whether all potential sales tax allowances have been identified. No guarantee is given for the complete compilation of documents to claim the input tax credit.

12. Electronic communication

Communication between the German Public Auditor and the engaging party may be via e-mail. In the event that the engaging party does not wish to communicate via e-mail or sets special security requirements, such as the encryption of e-mails, the engaging party will inform the German Public Auditor in writing (Textform) accordingly.

13. Remuneration

(1) In addition to his claims for fees, the German Public Auditor is entitled to claim reimbursement of his expenses; sales tax will be billed additionally. He may claim appropriate advances on remuneration and reimbursement of expenses and may make the delivery of his services dependent upon the complete satisfaction of his claims. Multiple engaging parties are jointly and severally liable.

(2) If the engaging party is not a consumer, then a set-off against the German Public Auditor's claims for remuneration and reimbursement of expenses is admissible only for undisputed claims or claims determined to be legally binding.

14. Dispute Settlement

The German Public Auditor is not prepared to participate in dispute settlement procedures before a consumer arbitration board (Verbraucherschlichtungsstelle) within the meaning of § 2 of the German Act on Consumer Dispute Settlements (Verbraucherstreitbeilegungsgesetz).

15. Applicable law

The contract, the performance of the services and all claims resulting therefrom are exclusively governed by German law.