

**Vivento Technical Services GmbH  
Bonn**

Short-form audit report  
Financial statements and management report  
31 December 2008

*Translation from the German language*

Ernst & Young AG  
Wirtschaftsprüfungsgesellschaft  
Steuerberatungsgesellschaft

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**Notes:**

We have issued the audit opinion presented below in compliance with legal and professional requirements subject to the conditions described in the enclosed "Engagement Terms, Liability and Conditions of Use."

If an electronic version of this document is used for **disclosure** in the *elektronischer Bundesanzeiger* [Electronic German Federal Gazette], only the files containing the financial reporting and, in the case of a statutory audit, the audit opinion and the report thereon are intended for this purpose.

**Audit opinion**

We have audited the annual financial statements, comprising the balance sheet, the income statement and the notes to the financial statements, together with the bookkeeping system, and the management report of Vivento Technical Services GmbH, Bonn, for the fiscal year from 1 January to 31 December 2008. The maintenance of the books and records and the preparation of the annual financial statements and management report in accordance with German commercial law are the responsibility of the Company's management. Our responsibility is to express an opinion on the annual financial statements, together with the bookkeeping system, and the management report based on our audit.

We conducted our audit of the annual financial statements in accordance with Sec. 317 HGB ["Handelsgesetzbuch": German Commercial Code] and German generally accepted standards for the audit of financial statements promulgated by the Institut der Wirtschaftsprüfer [Institute of Public Auditors in Germany] (IDW). Those standards require that we plan and perform the audit such that misstatements materially affecting the presentation of the net assets, financial position and results of operations in the annual financial statements in accordance with [German] principles of proper accounting and in the management report are detected with reasonable assurance. Knowledge of the business activities and the economic and legal environment of the Company and expectations as to possible misstatements are taken into account in the determination of audit procedures. The effectiveness of the accounting-related internal control system and the evidence supporting the disclosures in the books and records, the annual financial statements and the management report are examined primarily on a test basis within the framework of the audit. The audit includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the annual financial statements and management report. We believe that our audit provides a reasonable basis for our opinion.

Our audit has not led to any reservations.

In our opinion, based on the findings of our audit, the annual financial statements comply with the legal requirements and give a true and fair view of the net assets, financial position and results of operations of the Company in accordance with [German] principles of proper accounting. The management report is consistent with the annual financial statements and as a whole provides a suitable view of the Company's position and suitably presents the opportunities and risks of future development.

Düsseldorf, 20 February 2009

Ernst & Young AG  
Wirtschaftsprüfungsgesellschaft  
Steuerberatungsgesellschaft

Egbers	Spanier
Wirtschaftsprüfer	Wirtschaftsprüfer
[German Public Auditor]	[German Public Auditor]

Vivento Technical Services GmbH, Bonn  
Balance sheet as of 31 December 2008

ASSETS	31 Dec 2008		31 Dec 2007		EQUITY AND LIABILITIES	31 Dec 2008		31 Dec 2007	
	EUR	EUR	EUR	EUR		EUR	EUR	EUR	EUR
<b>A. FIXED ASSETS</b>					<b>A. EQUITY</b>				
<b>I. Intangible assets</b>					<b>I. Subscribed capital</b>	100,000.00		100,000.00	
1. Software and licenses	0.00		1,554,206.00		<b>II. Capital reserves</b>	38,273,789.16		38,273,789.16	
		0.00	1,554,206.00			38,373,789.16		38,373,789.16	
<b>II. Property, plant and equipment</b>					<b>B. PROVISIONS</b>				
1. Land and buildings	106,166.14		124,046.44		1. Provisions for pensions and similar obligations	1,393,315.00		10,773,033.00	
2. Other equipment, furniture and fixtures	1,602.00		4,415,972.00		2. Other provisions	82,377,679.01		150,800,228.04	
		107,768.14	4,540,018.44			83,770,994.01		161,573,261.04	
		107,768.14	6,094,224.44		<b>C. LIABILITIES</b>				
<b>B. CURRENT ASSETS</b>					1. Prepayments received on account of orders	0.00		728,992.61	
<b>I. Inventories</b>					thereof due in up to one year: EUR 0.00 (prior year: EUR 728,992.61)				
1. Consumables and supplies	0.00		629,021.22		2. Trade payables	251,297.18		8,716,106.79	
2. Work in process	0.00		10,032,126.01		thereof due in up to one year: EUR 251,297.18 (prior year: EUR 8,716,106.79)				
3. Prepayments	0.00		13,828.61		3. Liabilities to affiliates	6,819,166.36		56,420,893.97	
		0.00	10,674,975.84		thereof due in up to one year: EUR 6,819,166.36 (prior year: EUR 56,366,078.69)				
<b>II. Receivables and other assets</b>					thereof to the shareholder: EUR 6,818,606.17 (prior year: EUR 55,725,626.56)				
1. Trade receivables	548,352.03		10,297,945.95		4. Other liabilities	99,371,527.59		153,389,134.20	
2. Receivables from affiliates	224,873,760.23		386,381,415.80		thereof due in up to one year: EUR 44,153,527.59 (prior year: EUR 54,295,134.20)				
thereof from the shareholder: EUR 224,873,760.23					thereof for taxes: EUR 149,427.83 (prior year: EUR 1,737,509.13)				
(prior year: EUR 381,457,238.48)						106,441,991.13		219,255,127.57	
3. Other assets	50,827.84		219,108.25						
		225,472,940.10	396,898,470.00						
<b>III. Securities</b>									
1. Other securities	2,915,602.97		5,453,300.26						
		2,915,602.97	5,453,300.26						
<b>IV. Cash on hand and bank balances</b>		90,463.09	57,627.41						
		228,479,006.16	413,084,373.51						
<b>C. PREPAID EXPENSES</b>		0.00	23,579.82						
		228,586,774.30	419,202,177.77						
						228,586,774.30		419,202,177.77	

**Vivento Technical Services GmbH, Bonn**  
**Income statement for fiscal year 2008**

	2008		2007
	EUR	EUR	EUR
1. Revenue	91,025.53		150,342,721.82
2. Cost of sales	<u>79,353.86</u>		<u>167,308,139.96</u>
3. Gross profit		11,671.67	<u>-16,965,418.14</u>
4. Selling expenses	0.00		37,008,738.61
5. General and administrative expenses	4,057,608.60		32,142,693.55
6. Other operating income	17,983,361.81		4,001,444.26
7. Other operating expenses	<u>15,504,539.16</u>		<u>3,655,485.44</u>
		-1,578,785.95	<u>-68,805,473.34</u>
8. Other interest and similar income	8,690,708.10		280,858.85
thereof from affiliates: EUR 8,651,836.15 (prior year: EUR 212,535.29)			
9. Write-downs of securities classified as current assets	279,942.41		66,166.27
10. Interest and similar expenses	561,402.72		855,039.58
thereof to affiliates: EUR 1,672.72 (prior year: EUR 855,039.58)			
		<u>7,849,362.97</u>	<u>-640,347.00</u>
11. Result from ordinary activities		<u>6,282,248.69</u>	<u>-86,411,238.48</u>
12. Extraordinary expenses	<u>0.00</u>		<u>273,946,000.00</u>
13. Extraordinary result		<u>0.00</u>	<u>273,946,000.00</u>
14. Income from loss absorption		0.00	360,357,238.48
15. Profits transferred under a profit and loss transfer agreement		<u>-6,282,248.69</u>	<u>0.00</u>
16. Net income/net loss for the year		<u>0.00</u>	<u>0.00</u>

## **Vivento Technical Services GmbH, Bonn**

### **Notes to the financial statements for fiscal year 2008**

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#### **I. General disclosures on the financial statements and the accounting and valuation methods**

##### **Legal position of the Company**

Vivento Technical Services GmbH, Bonn (VTS), is an affiliate of Deutsche Telekom AG, Bonn (DTAG), within the meaning of Sec. 271 (2) HGB ["Handelsgesetzbuch": German Commercial Code] and is fully consolidated in the parent company's consolidated financial statements. VTS is wholly owned by DTAG and therefore DTAG is the Company's sole shareholder.

The consolidated financial statements of DTAG are available under HRB 6794 from the commercial register of the local court in Bonn or directly from DTAG.

On 23 August 2005, TIMPANO Telekommunikationsdienste GmbH, Bonn, a wholly owned subsidiary of DTAG, and VTS entered into a domination and profit and loss transfer agreement with effect from 1 January 2005, which places VTS under the control of TIMPANO Telekommunikationsdienste GmbH. Under this agreement, VTS is obliged to transfer all of its profits to TIMPANO Telekommunikationsdienste GmbH. In accordance with Sec. 302 (1) AktG ["Aktiengesetz": German Stock Corporation Act], TIMPANO Telekommunikationsdienste GmbH is, in turn, required to absorb any net losses incurred by VTS. Sec. 302 (3) and (4) AktG also applies.

Effective 14 November 2005, TIMPANO Telekommunikationsdienste GmbH was merged into Deutsche Telekom AG, Bonn. As a result, DTAG became the controlling company under the domination and profit and loss transfer agreement.

The domination agreement with DTAG was concluded for an indefinite term. It may only be terminated at the end of each fiscal year or for good cause. A retroactive cancellation is not permitted.

The profit and loss transfer agreement with DTAG has a fixed term until 31 December 2009 and is then automatically extended by one year at a time unless it is terminated by one of the contracting parties no later than one month before the end of the fiscal year. The agreements were entered in the Company's commercial register on 25 August 2005.

The Company meets the size requirements for large corporations and must therefore comply with the pertinent accounting and reporting provisions as defined by Sec. 267 (3) and (4) HGB. As long as the Company meets the requirements of Sec. 264 (3) HGB, it is not required to disclose its financial statements and the other documents prescribed by law.

The financial statements are prepared in euros.

The fiscal year is the calendar year.

As of 1 January 2008, the operating business of VTS was sold to Nokia Siemens Networks Services Deutschland GmbH & Co. KG, Munich (NSN), as part of an asset deal. All assets and liabilities relating to the operating business were transferred.

### **Accounting and valuation methods**

The financial statements of Vivento Technical Services GmbH, Bonn, are prepared in accordance with the provisions of the HGB and the GmbHG ["Gesetz betreffend die Gesellschaften mit beschränkter Haftung": German Limited Liability Companies Act].

Intangible assets and property, plant and equipment are recognized at acquisition cost less amortization and depreciation. Amortization and depreciation is charged in accordance with the straight-line method. The underlying useful lives are based on the official tax depreciation tables. The Company deviated from the classifications outlined in Sec. 266 HGB insofar as the terms software and licenses were used in the balance sheet.

Inventories are stated at the lower of cost or net realizable value on the balance sheet date. Appropriate shares of overheads are recognized.



Receivables, other assets and cash and cash equivalents are carried at nominal value. Appropriate specific bad debt allowances are recognized for doubtful receivables and uncollectible receivables are written off. Securities classified as current assets are stated at acquisition cost with due regard to the strict lower of cost or market principle.

Provisions for pensions and similar obligations are valued at the actuarial net present value ["Teilwert"] in accordance with Sec. 6a EStG ["Einkommensteuergesetz": German Income Tax Act] using an interest rate of 6%.

In the prior year, the provision for phased retirement was determined in accordance with the principles of IDW AcP HFA 3 on the basis of an actuarial report and using an interest rate of 5.5%.

Other provisions are recognized at the amounts required according to prudent business judgment.

Liabilities are recorded at the amount repayable.

Foreign currency receivables under current assets and foreign currency liabilities as well as bank balances denominated in foreign currencies are translated at the exchange rate on the transaction date or the less favorable rate as of the balance sheet date.

In the fiscal year from 1 January to 31 December 2008, all other companies included in the consolidated financial statements of Deutsche Telekom AG, Bonn, were classified as affiliates.

The income statement is prepared using the cost of sales method (Sec. 275 (3) HGB). In this context, revenue is presented along with cost of sales, which is typically allocated to the production, sales and general and administrative functions.

## **II. Notes to the balance sheet**

### **Fixed assets**

On 1 January 2008, all intangible assets were sold to NSN as part of an asset deal. As a result, intangible assets amount to EUR 0k (prior year: EUR 1,554k).

As most of the other equipment, furniture and fixtures were also sold, their amount dropped by EUR 4,414k to EUR 2k (prior year: EUR 4,416k).

As in the prior year, fixed assets still include a building and leasehold improvements with a book value of EUR 106k (prior year: EUR 124k).

The development of intangible assets and property, plant and equipment is shown in the statement of changes in fixed assets attached as exhibit A to these notes.

### **Inventories**

In connection with the asset deal, all of the Company's inventories were transferred to NSN as of 1 January 2008. The Company therefore discloses no consumables and supplies as of the balance sheet date and no work in process requiring capitalization (prior year: EUR 10,675k).

### **Receivables**

Receivables and other assets of EUR 225,473k (prior year: EUR 396,898k) chiefly relate to receivables from DTAG (EUR 224,874k; prior year: EUR 381,457k). The Company participates in the cash pool of DTAG. The receivables from DTAG include cash pool receivables of EUR 203,525k. In addition, there is a receivable from an unpaid contribution by DTAG of EUR 21,100k, which is included under receivables from affiliates at an amount unchanged from the prior year.

### **Securities classified as current assets**

Securities of EUR 2,916k (prior year: EUR 5,453k) provided the legally required insolvency cover for the employees' phased retirement and/or flextime credits in prior years. In the prior year, the Company recognized an additional amount of EUR 2,240k under securities classified as current assets arising from an excessive allocation to the employee benefit fund. As a result of the transfer of operations, all remaining credits of the intragroup employee benefit fund were written off in the fiscal year.

### **Equity**

As in the prior year, the Company's subscribed capital amounts to EUR 100k.

The capital reserves are also unchanged from the prior year and amount to EUR 38,274k.

### **Provisions**

In 2008, provisions for pensions and similar obligations, other provisions and other personnel-related provisions totaled EUR 83,771k (prior year: EUR 161,573k).

Provisions of EUR 1,393k (prior year: EUR 10,773k) were set up to cover VTS' remaining pension obligations.

The provision for outstanding compensation payments included in other provisions decreased to EUR 75,228k in the fiscal year (prior year: EUR 122,356k) as a result of adjustments and payments made during the year.

Other provisions mainly comprise provisions for outstanding invoices (EUR 3,247k; prior year: EUR 7,064k), provisions for litigation risks and court costs (EUR 3,148k; prior year: EUR 3,192k) and provisions for warranties (EUR 619k; prior year: EUR 1,509k).

Other personnel-related provisions include provisions for variable remuneration and outstanding severance payments totaling EUR 136k (prior year: EUR 15,506k).

## **Liabilities**

Trade payables amount to EUR 251k (prior year: EUR 8,716k) and are attributable to invoices received but not yet paid.

As of the balance sheet date, liabilities to affiliates total EUR 6,819k (prior year: EUR 56,421k). EUR 6,282k of the liabilities to DTAG totaling EUR 6,819k arise from the profit and loss transfer agreement.

Other liabilities largely comprise liabilities from compensation payments of EUR 99,094k (prior year: EUR 151,590k).

## **III. Notes to the income statement**

### **Revenue**

Revenue of EUR 91k (prior year: EUR 150,343k) was mainly generated from subsequent invoicing and charging NSN for services provided by former subcontractors of VTS who objected to the transfer of their agreements to NSN.

### **Cost of sales**

Cost of sales amounted to EUR 79k (prior year: EUR 167,308k).

### **Selling expenses**

As VTS is no longer an operating business, no selling expenses were incurred in 2008 (prior year: EUR 37,009k).

### **Administration**

Administrative expenses of EUR 4,058k (prior year: EUR 32,143k) chiefly include salaries for the personnel and legal, finance and financial control and communication departments as well as for management.

### **Other operating income**

Other operating income amounts to EUR 17,983k (prior year: EUR 4,001k) and is mainly attributable to the adjustment and partial release of the provision for compensation payments of EUR 16,702k.

### **Other operating expenses**

Other operating expenses amount to EUR 15,505k (prior year: EUR 3,655k) and relate to the abovementioned write-off of credits from excessive allocations to the employee benefit fund of EUR 12,719k and subsequent costs of EUR 2,560k incurred in connection with the transfer of the operating business.

### **Other interest and similar income**

EUR 8,652k of the total interest income of EUR 8,691k (prior year: EUR 281k) arises from interest on the intragroup cash pool clearing account. The clearing account bears interest at market rates.

### **Write-downs of securities classified as current assets**

In the prior year, the write-downs of securities classified as current assets were recognized under the item interest and similar expenses. In order to improve the clarity of presentation, the prior-year financial statements were corrected. EUR 66k was reclassified from interest expenses to write-downs of securities classified as current assets.

**Cost of materials and personnel expenses**

In accordance with Sec. 275 (2) No. 5 HGB, cost of materials breaks down as follows:

	<u>2008</u> EUR	<u>2007</u> EUR
a) Cost of raw materials, consumables and supplies and of purchased merchandise	0.00	13,262,350.06
b) Cost of purchased services	<u>79,353.86</u>	<u>68,157,224.27</u>
Total cost of materials	<u><u>79,353.86</u></u>	<u><u>81,419,574.33</u></u>

In accordance with Sec. 275 (2) No. 6 HGB, personnel expenses break down as follows:

	<u>2008</u> EUR	<u>2007</u> EUR
a) Wages and salaries	693,284.37	83,343,347.31
b) Social security, pension and other benefit costs	<u>38,661.01</u>	<u>25,867,139.26</u>
Total personnel expenses	<u><u>731,945.38</u></u>	<u><u>109,210,486.57</u></u>

#### **IV. OTHER NOTES**

##### **Management and company representatives**

In accordance with Art. 5 of the articles of incorporation and bylaws of Vivento Technical Services GmbH, Bonn, the Company has one or several general managers. The management of Vivento Technical Services GmbH, Bonn, comprises:

Mr. Ludwig Krämer, Lahnstein, management spokesman, responsible for operations, marketing and sales

Mr. Werner Schrimpf, Bonn, general manager finance and financial control

Dr. Karl-Heinz Moergel, Aachen, general manager personnel and legal (until 31 December 2008)

The Company is represented jointly by two general managers or by one general manager and an authorized signatory. If only one general manager is appointed, he/she represents the Company alone (Art. 5 of the articles of incorporation and bylaws of Vivento Technical Services GmbH, Bonn).

The appointment of Mr. Ludwig Krämer and Mr. Werner Schrimpf as general managers was entered in the commercial register on 22 August 2005. The appointment of Dr. Karl-Heinz Moergel as general manager was entered in the commercial register on 24 July 2007.

##### **Total management remuneration**

With the exception of Dr. Karl-Heinz Moergel, the general managers are employed by Vivento Technical Services GmbH, Bonn, and are paid directly by Vivento Technical Services GmbH, Bonn. Dr. Karl-Heinz Moergel is employed and paid by DTAG. There is no intragroup cost allocation to VTS.

Total remuneration of the two general managers employed by VTS amounted to EUR 431k in the fiscal year.

### **Supervisory board**

The shareholder meeting on 7 February 2008 determined that the appointments of all supervisory board members had expired in accordance with Sec. 97 (2) AktG. It was resolved not to appoint and convene a new supervisory board as the Company no longer had an operating business.

### **Employees**

As of 31 December 2008, the Company had no permanent employees (annual average: 3 employees).

Bonn, 19 February 2009

Ludwig Krämer

Werner Schrimpf



## Statement of changes in fixed assets for fiscal year 2008

	Acquisition and production cost				Accumulated amortization, depreciation and write-downs				Net book values	
	1 Jan 2008 EUR	Additions EUR	Disposals EUR	31 Dec 2008 EUR	1 Jan 2008 EUR	Additions EUR	Disposals EUR	31 Dec 2008 EUR	31 Dec 2008 EUR	31 Dec 2007 EUR
<b>I. Intangible assets</b>										
1. Software and licenses	2,539,236.46	0.00	2,539,236.46	0.00	985,030.46	0.00	985,030.46	0.00	0.00	1,554,206.00
	<u>2,539,236.46</u>	<u>0.00</u>	<u>2,539,236.46</u>	<u>0.00</u>	<u>985,030.46</u>	<u>0.00</u>	<u>985,030.46</u>	<u>0.00</u>	<u>0.00</u>	<u>1,554,206.00</u>
<b>II. Property, plant and equipment</b>										
1. Land and buildings	1,367,798.68	0.00	4,121.50	1,363,677.18	1,243,752.24	14,473.30	714.50	1,257,511.04	106,166.14	124,046.44
2. Other equipment, furniture and fixtures	7,927,914.14	8,956.24	7,865,756.63	71,113.75	3,511,942.14	780.24	3,443,210.63	69,511.75	1,602.00	4,415,972.00
	<u>9,295,712.82</u>	<u>8,956.24</u>	<u>7,869,878.13</u>	<u>1,434,790.93</u>	<u>4,755,694.38</u>	<u>15,253.54</u>	<u>3,443,925.13</u>	<u>1,327,022.79</u>	<u>107,768.14</u>	<u>4,540,018.44</u>
	<u>11,834,949.28</u>	<u>8,956.24</u>	<u>10,409,114.59</u>	<u>1,434,790.93</u>	<u>5,740,724.84</u>	<u>15,253.54</u>	<u>4,428,955.59</u>	<u>1,327,022.79</u>	<u>107,768.14</u>	<u>6,094,224.44</u>

## **Vivento Technical Services GmbH, Bonn**

### **Management report for fiscal year 2008**

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#### **Business purpose, change in legal form and background**

The purpose of Vivento Technical Services GmbH, Bonn (VTS), is to provide assembly, servicing and engineering services to Deutsche Telekom group companies and external customers. The Company was formed as Vivento Technical Services GmbH & Co. KG on 22 June 2004. In 2005, the Company was transformed into VTS which, like its predecessor, is a wholly owned subsidiary of Deutsche Telekom AG.

In 2007, Deutsche Telekom AG and Nokia Siemens Networks entered into a comprehensive strategic partnership. The agreement provided for Nokia Siemens Networks Services Deutschland GmbH & Co. KG, Munich (NSN), to acquire the operating business of VTS GmbH as of 1 January 2008 as part of an asset deal.

All assets, liabilities and employees relating to the operating business were transferred to NSN as of 1 January 2008 in the course of a transfer of operations in accordance with Sec. 613a BGB [“Bürgerliches Gesetzbuch”: German Civil Code]. VTS GmbH has not performed any operating activities since 1 January 2008.

VTS GmbH is the debtor of the purchase price obligations in relation to Nokia Siemens Networks. With the exception of the remaining wind-up of warranty and guarantee claims relating to the period prior to 1 January 2008, VTS GmbH no longer performs any operating activities. The Company does not settle these warranty claims itself, instead it passes them on to external companies or to Nokia Siemens Networks.

#### **Business performance**

##### 1. Headcount

For the most part, VTS only employed the general managers in fiscal year 2008. Some employees were also still with the Company for formal legal reasons, as they had filed objections against the transfer of operations. The number of employees was less than 10, however, and reduced to zero over the course of the year.

As a result, VTS had no employees working on permanent contracts as of 31 December 2008.

## 2. Business development

In 2008, VTS did not perform any operating activities.

Revenue of EUR 91k is attributable to subsequent invoicing as well as charging on services to NSN which were provided by former VTS subcontractors who objected to their agreements being transferred.

VTS GmbH's result of EUR 6,282k before profit and loss transfer is mainly due to a positive financial result of EUR 7,849k and other operating income of EUR 17,983k. The positive interest result is primarily attributable to interest from the intragroup cash pool clearing account, while other operating income is largely due to the reversal of provisions.

The settlement of warranty and guarantee claims as well as subsequent costs reduced the result. In addition, the credit of EUR 12,719k from the intragroup employee benefit fund was written off as a result of the transfer of operations and recognized as an expense.

## 3. Risk management

The Company has implemented a risk management system, which it used to identify and analyze all significant risks and initiate appropriate measures to control these risks.

## 4. Profit/loss transfer

The Company entered into a profit and loss transfer agreement with Deutsche Telekom AG.

In accordance with Art. 1 of the profit and loss transfer agreement, the profit of EUR 6,282k for fiscal year 2008 was transferred to Deutsche Telekom AG.

**Disclosures pursuant to Sec. 289 (2) HGB [“Handelsgesetzbuch”: German Commercial Code]**

1. Anticipated development

All assets, liabilities and employees relating to the operating business were transferred to NSN as of 1 January 2008 in the course of a transfer of operations in accordance with Sec. 613a BGB. VTS will no longer carry out any operating activities. For this reason, there are no significant opportunities or risks to report on.

2. Research and development

The Company does not perform independent research or development activities.

3. Current branch offices

Following the sale of the operating business to NSN, the Company does not operate any branch offices.

Bonn, 19 February 2009

Ludwig Krämer

Werner Schrimpf

**Engagement Terms, Liability and Conditions of Use**

We, Ernst & Young AG Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, conducted our audit of this financial reporting on behalf of the Company. Besides satisfying the legal disclosure requirement (Sec. 325 HGB [“Handelsgesetzbuch”: German Commercial Code]) for statutory audits, the audit opinion is addressed exclusively to the Company and was issued for internal purposes only. It is not intended for any other purpose or to serve as a decision-making basis for third parties. The result of voluntary audits summarized in the audit opinion is thus not intended to serve as a decision-making basis for third parties and must not be used for purposes other than those intended.

Our work is based on our engagement letter for the audit of these financial statements, the Special Engagement Terms for Assurance and Advisory Business Services of Ernst & Young AG Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft (dated 1 July 2007) and the “General Engagement Terms for Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften” [German Public Auditors and Public Audit Firms] as issued by the Institute of Public Auditors in Germany [“Institut der Wirtschaftsprüfer”: IDW] on 1 January 2002.

To clarify, we point out that we assume no responsibility, liability or other obligations towards third parties unless we have concluded a written agreement to the contrary with the respective third party or liability cannot effectively be precluded.

We make express reference to the fact that we will not update the audit opinion to reflect events or circumstances arising after it was issued, unless required to do so by law.

It is the sole responsibility of anyone taking note of the summarized result of our work contained in this audit opinion to decide whether and in what way this information is useful or suitable for their purposes and to supplement, verify or update it by means of their own review procedures.

[Translator's notes are in square brackets]

# General Engagement Terms

for

## Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften

[German Public Auditors and Public Audit Firms]  
as of January 1, 2002

This is an English translation of the German text, which is the sole authoritative version

### 1. Scope

(1) These engagement terms are applicable to contracts between Wirtschaftsprüfer [German Public Auditors] or Wirtschaftsprüfungsgesellschaften [German Public Audit Firms] (hereinafter collectively referred to as the "Wirtschaftsprüfer") and their clients for audits, consulting and other engagements to the extent that something else has not been expressly agreed to in writing or is not compulsory due to legal requirements.

(2) If, in an individual case, as an exception contractual relations have also been established between the Wirtschaftsprüfer and persons other than the client, the provisions of No. 9 below also apply to such third parties.

### 2. Scope and performance of the engagement

(1) Subject of the Wirtschaftsprüfer's engagement is the performance of agreed services – not a particular economic result. The engagement is performed in accordance with the Grundsätze ordnungsmäßiger Berufsausübung [Standards of Proper Professional Conduct]. The Wirtschaftsprüfer is entitled to use qualified persons to conduct the engagement.

(2) The application of foreign law requires – except for financial attestation engagements – an express written agreement.

(3) The engagement does not extend – to the extent it is not directed thereto – to an examination of the issue of whether the requirements of tax law or special regulations, such as, for example, laws on price controls, laws limiting competition and Bewirtschaftungsrecht [laws controlling certain aspects of specific business operations] were observed; the same applies to the determination as to whether subsidies, allowances or other benefits may be claimed. The performance of an engagement encompasses auditing procedures aimed at the detection of the defalcation of books and records and other irregularities only if during the conduct of audits grounds therefor arise or if this has been expressly agreed to in writing.

(4) If the legal position changes subsequent to the issuance of the final professional statement, the Wirtschaftsprüfer is not obliged to inform the client of changes or any consequences resulting therefrom.

### 3. The client's duty to inform

(1) The client must ensure that the Wirtschaftsprüfer – even without his special request – is provided, on a timely basis, with all supporting documents and records required for and is informed of all events and circumstances which may be significant to the performance of the engagement. This also applies to those supporting documents and records, events and circumstances which first become known during the Wirtschaftsprüfer's work.

(2) Upon the Wirtschaftsprüfer's request, the client must confirm in a written statement drafted by the Wirtschaftsprüfer that the supporting documents and records and the information and explanations provided are complete.

### 4. Ensuring independence

The client guarantees to refrain from everything which may endanger the independence of the Wirtschaftsprüfer's staff. This particularly applies to offers of employment and offers to undertake engagements on one's own account.

### 5. Reporting and verbal information

If the Wirtschaftsprüfer is required to present the results of his work in writing, only that written presentation is authoritative. For audit engagements the long-form report should be submitted in writing to the extent that nothing else has been agreed to. Verbal statements and information provided by the Wirtschaftsprüfer's staff beyond the engagement agreed to are never binding.

### 6. Protection of the Wirtschaftsprüfer's intellectual property

The client guarantees that expert opinions, organizational charts, drafts, sketches, schedules and calculations – especially quantity and cost computations – prepared by the Wirtschaftsprüfer within the scope of the engagement will be used only for his own purposes.

### 7. Transmission of the Wirtschaftsprüfer's professional statement

(1) The transmission of a Wirtschaftsprüfer's professional statements (long-form reports, expert opinions and the like) to a third party requires the Wirtschaftsprüfer's written consent to the extent that the permission to transmit to a certain third party does not result from the engagement terms.

The Wirtschaftsprüfer is liable (within the limits of No. 9) towards third parties only if the prerequisites of the first sentence are given.

(2) The use of the Wirtschaftsprüfer's professional statements for promotional purposes is not permitted; an infringement entitles the Wirtschaftsprüfer to immediately cancel all engagements not yet conducted for the client.

### 8. Correction of deficiencies

(1) Where there are deficiencies, the client is entitled to subsequent fulfillment [of the contract]. The client may demand a reduction in fees or the cancellation of the contract only for the failure to subsequently fulfill [the contract]; if the engagement was awarded by a person carrying on a commercial business as part of that commercial business, a government-owned legal person under public law or a special government-owned fund under public law, the client may demand the cancellation of the contract only if the services rendered are of no interest to him due to the failure to subsequently fulfill [the contract]. No. 9 applies to the extent that claims for damages exist beyond this.

(2) The client must assert his claim for the correction of deficiencies in writing without delay. Claims pursuant to the first paragraph not arising from an intentional tort cease to be enforceable one year after the commencement of the statutory time limit for enforcement.

(3) Obvious deficiencies, such as typing and arithmetical errors and formelle Mängel [deficiencies associated with technicalities] contained in a Wirtschaftsprüfer's professional statements (long-form reports, expert opinions and the like) may be corrected – and also be applicable versus third parties – by the Wirtschaftsprüfer at any time. Errors which may call into question the conclusions contained in the Wirtschaftsprüfer's professional statements entitle the Wirtschaftsprüfer to withdraw – also versus third parties – such statements. In the cases noted the Wirtschaftsprüfer should first hear the client, if possible.

### 9. Liability

(1) The liability limitation of § ["Article"] 323 (2) ["paragraph 2"] HGB ["Handelsgesetzbuch": German Commercial Code] applies to statutory audits required by law.

(2) Liability for negligence; An individual case of damages

If neither No. 1 is applicable nor a regulation exists in an individual case, pursuant to § 54a (1) no. 2 WPO ["Wirtschaftsprüferordnung": Law regulating the Profession of Wirtschaftsprüfer] the liability of the Wirtschaftsprüfer for claims of compensatory damages of any kind – except for damages resulting from injury to life, body or health – for an individual case of damages resulting from negligence is limited to € 4 million; this also applies if liability to a person other than the client should be established. 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 without taking into account whether the damages occurred in one year or in a number of successive years. In this case multiple acts or omissions of acts based on a similar source of error or on a source of error of an equivalent nature are deemed to be a uniform breach of duty if the matters in question are legally or economically connected to one another. In this event the claim against the Wirtschaftsprüfer is limited to € 5 million. The limitation to the fivefold of the minimum amount insured does not apply to compulsory audits required by law.

(3) Preclusive deadlines

A compensatory damages claim may only be lodged within a preclusive deadline of one year of the rightful claimant having become aware of the damage and of the event giving rise to the claim – at the very latest, however, within 5 years subsequent to the event giving rise to the claim. The claim expires if legal action is not taken within a six month deadline subsequent to the written refusal of acceptance of the indemnity and the client was informed of this consequence.

The right to assert the bar of the preclusive deadline remains unaffected. Sentences 1 to 3 also apply to legally required audits with statutory liability limits.

## 10. Supplementary provisions for audit engagements

- (1) A subsequent amendment or abridgement of the financial statements or management report audited by a Wirtschaftsprüfer and accompanied by an auditor's report requires the written consent of the Wirtschaftsprüfer even if these documents are not published. If the Wirtschaftsprüfer has not issued an auditor's report, a reference to the audit conducted by the Wirtschaftsprüfer in the management report or elsewhere specified for the general public is permitted only with the Wirtschaftsprüfer's written consent and using the wording authorized by him.
- (2) If the Wirtschaftsprüfer revokes the auditor's report, it may no longer be used. If the client has already made use of the auditor's report, he must announce its revocation upon the Wirtschaftsprüfer's request.
- (3) The client has a right to 5 copies of the long-form report. Additional copies will be charged for separately.

## 11. Supplementary provisions for assistance with tax matters

- (1) When advising on an individual tax issue as well as when furnishing continuous tax advice, the Wirtschaftsprüfer is entitled to assume that the facts provided by the client – especially numerical disclosures – are correct and complete; this also applies to bookkeeping engagements. Nevertheless, he is obliged to inform the client of any errors he has discovered.
- (2) The tax consulting engagement does not encompass procedures required to meet deadlines, unless the Wirtschaftsprüfer has explicitly accepted the engagement for this. In this event the client must provide the Wirtschaftsprüfer, on a timely basis, all supporting documents and records – especially tax assessments – material to meeting the deadlines, so that the Wirtschaftsprüfer has an appropriate time period available to work therewith.
- (3) In the absence of other written agreements, continuous tax advice encompasses the following work during the contract period:
  - a) preparation of annual tax returns for income tax, corporation tax and business tax, as well as net worth tax returns on the basis of the annual financial statements and other schedules and evidence required for tax purposes to be submitted by the client
  - b) examination of tax assessments in relation to the taxes mentioned in (a)
  - c) negotiations with tax authorities in connection with the returns and assessments mentioned in (a) and (b)
  - d) participation in tax audits and evaluation of the results of tax audits with respect to the taxes mentioned in (a)
  - e) participation in Einspruchs- und Beschwerdeverfahren [appeals and complaint procedures] with respect to the taxes mentioned in (a).

In the afore-mentioned work the Wirtschaftsprüfer takes material published legal decisions and administrative interpretations into account.

- (4) If the Wirtschaftsprüfer receives a fixed fee for continuous tax advice, in the absence of other written agreements the work mentioned under paragraph 3 (d) and (e) will be charged separately.
- (5) Services with respect to special individual issues for income tax, corporate tax, business tax, valuation procedures for property and net worth taxation, and net worth tax as well as all issues in relation to sales tax, wages tax, other taxes and dues require a special engagement. This also applies to:
  - a) the treatment of nonrecurring tax matters, e. g. in the field of estate tax, capital transactions tax, real estate acquisition tax
  - b) participation and representation in proceedings before tax and administrative courts and in criminal proceedings with respect to taxes, and
  - c) the granting of advice and work with respect to expert opinions in connection with conversions of legal form, mergers, capital increases and reductions, financial reorganizations, admission and retirement of partners or shareholders, sale of a business, liquidations and the like.

(6) To the extent that the annual sales tax return is accepted as additional work, this does not include the review of any special accounting prerequisites nor of the issue as to whether all potential legal sales tax reductions have been claimed. No guarantee is assumed for the completeness of the supporting documents and records to validate the deduction of the input tax credit.

## 12. Confidentiality towards third parties and data security

- (1) Pursuant to the law the Wirtschaftsprüfer is obliged to treat all facts that he comes to know in connection with his work as confidential, irrespective of whether these concern the client himself or his business associations, unless the client releases him from this obligation.
- (2) The Wirtschaftsprüfer may only release long-form reports, expert opinions and other written statements on the results of his work to third parties with the consent of his client.
- (3) The Wirtschaftsprüfer is entitled – within the purposes stipulated by the client – to process personal data entrusted to him or allow them to be processed by third parties.

## 13. Default of acceptance and lack of cooperation on the part of the client

If the client defaults in accepting the services offered by the Wirtschaftsprüfer or if the client does not provide the assistance incumbent on him pursuant to No. 3 or otherwise, the Wirtschaftsprüfer is entitled to cancel the contract immediately. The Wirtschaftsprüfer's right to compensation for additional expenses as well as for damages caused by the default or the lack of assistance is not affected, even if the Wirtschaftsprüfer does not exercise his right to cancel.

## 14. Remuneration

- (1) In addition to his claims for fees or remuneration, the Wirtschaftsprüfer is entitled to reimbursement of his outlays: sales tax will be billed separately. He may claim appropriate advances for remuneration and reimbursement of outlays and make the rendering of his services dependent upon the complete satisfaction of his claims. Multiple clients awarding engagements are jointly and severally liable.
- (2) Any set off against the Wirtschaftsprüfer's claims for remuneration and reimbursement of outlays is permitted only for undisputed claims or claims determined to be legally valid.

## 15. Retention and return of supporting documentation and records

- (1) The Wirtschaftsprüfer retains, for ten years, the supporting documents and records in connection with the completion of the engagement – that had been provided to him and that he has prepared himself – as well as the correspondence with respect to the engagement.
- (2) After the settlement of his claims arising from the engagement, the Wirtschaftsprüfer, upon the request of the client, must return all supporting documents and records obtained from him or for him by reason of his work on the engagement. This does not, however, apply to correspondence exchanged between the Wirtschaftsprüfer and his client and to any documents of which the client already has the original or a copy. The Wirtschaftsprüfer may prepare and retain copies or photocopies of supporting documents and records which he returns to the client.

## 16. Applicable law

Only German law applies to the engagement, its conduct and any claims arising therefrom.