

Conditions for access to the report on the reasonable assurance engagement relating to the compliance management system in accordance with IDW AssS 980 (for the area of anti-corruption) of DEA Deutsche Erdoel AG (dated 10 May 2017)

DEA Deutsche Erdoel AG ("DEA") engaged us, Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft ("EY"), to perform a reasonable assurance engagement relating to the design, implementation and effectiveness of its compliance management system described in Appendix 1 of the report for the area of anti-corruption. EY has prepared a short form report on the findings of the reasonable assurance engagement addressed to DEA which, at the request of DEA, is to be made available to the interested public under the following conditions.

- ▶ The scope of the reasonable assurance engagement in accordance with IDW AssS 980 was defined by our engagement agreement. This short form report is based on documents and information provided to EY. EY's assurance engagement and reporting is merely suitable and intended for the purposes of DEA (including the publication by DEA).
- ▶ The engagement between EY and DEA has no duty of care with regard to third parties. Neither a duty of care nor a contractual liability towards you is agreed on or wanted, in particular under an advisory and/or information agreement or an engagement agreement, in respect of you. It is your sole responsibility or the responsibility of an engaged expert by you to decide whether the short form report and the information therein may serve your purposes, are relevant for your decision-making and can be used by you. The reader shall maintain confidentiality in respect of the short form report and the contents thereof and shall not bring any claims against us for any loss or damage which occurs or may occur in connection with the use of the short form report and the information contained therein.
- ▶ This agreement is governed by German law.

I intend to read the short form report and hereby declare that I have acknowledged the above mentioned conditions and thus wish to be granted access to this short form report.

DEA Deutsche Erdoel AG Hamburg

Assurance report by the independent German public auditor
on the appropriateness, implementation and effectiveness
of the compliance management system (CMS)
in the area of anti-corruption
for the period from 1 July 2016 to 31 December 2016

- strictly confidential -

Courtesy translation

*This is an English translation of the German short form report,
the German text being the sole authoritative version*

Ernst & Young GmbH
Wirtschaftsprüfungsgesellschaft



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31. December 2016
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Young GmbH Wirtschaftsprüfungsgesellschaft dated 1 January 2016 (Ernst &
Young Auftragsbedingungen)



Abbreviations

CMS	Compliance Management System
FCPA	Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq.
GmbH	Limited liability company [Gesellschaft mit beschränkter Haftung]
IDW	Institute of Public Auditors in Germany [Institut der Wirtschaftsprüfer e.V.], Düsseldorf, Germany
IDW PS 980	Assurance Standard IDW AssS 980, Principles for the Proper Performance of Reasonable Assurance Engagements Relating to Compliance Management Systems [Grundsätze ordnungsmäßiger Prüfung von Compliance Management Systemen]
U.S.	United States of America
UK	United Kingdom



Companies

DEA

EY

DEA Deutsche Erdoel AG, Hamburg, Germany

Ernst & Young GmbH

Wirtschaftsprüfungsgesellschaft, Stuttgart,
Germany

DEA Egypt

DEA Egypt Branch, Cairo, Egypt

DEA Norge

DEA Norge AS, Stavanger, Norway



A. Assurance Engagement

The officers of DEA Deutsche Erdoel AG, Hamburg (the “Company” or “DEA”), engaged us to perform a reasonable assurance engagement relating to the appropriateness, implementation and effectiveness of the compliance management system (“CMS”) of DEA, Hamburg, and the local entities DEA Norge AS, Stavanger, Norway (“DEA Norge”) and DEA Egypt Branch, Cairo, Egypt (“DEA Egypt”) for the area of anti-corruption as described in the CMS description attached as Appendix 1.

A compliance management system comprises an entity’s policies and procedures intended to ensure compliant conduct by the entity and its employees and, where appropriate, third parties, i.e., compliance with specific requirements, thereby preventing material breaches of requirements in delineated areas (non-compliance). Our engagement involved assessing the appropriateness, implementation and effectiveness of the CMS policies and procedures for the area of anti-corruption as stated in the CMS description enclosed as Appendix 1.

The General Engagement Terms for Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften [German Public Auditors and Public Audit Firms] dated 1 January 2002 (IDW Engagement Terms), which are attached to this report, are applicable to this engagement and also govern our relations with third parties in the context of this engagement.

We issued a long version report on the nature, scope and results of our assurance engagement; this report is addressed to the Company to be used for internal purposes. The content of this report exceed the content of the present short version report. In order to gain a complete understanding of our engagement, audit approach and results the reading of our report is required.

B. Subject, Nature and Scope of the Assurance Engagement

The assertions contained in the CMS description on the CMS conception in the area of anti-corruption attached as Appendix 1 were the subject of our assurance engagement. The following frameworks were applied in establishing the CMS which were key to the design of the DEA group's CMS for the anti-corruption area in the engagement period:

- ▶ FCPA - A Resource Guide to the U.S. Foreign Corrupt Practices Act, Criminal Division of the U.S. Department of Justice and the Enforcement Division of the U.S. Securities and Exchange Commission, 2012.
- ▶ UK Bribery Act - Guidance about procedures which relevant commercial organizations can put into place to prevent persons associated with them from bribing (section 9 of the Bribery Act 2010), 2011.
- ▶ United Nations Global Compact - A Guide for Anti-Corruption Risk Assessment, 2013.

The Chief Compliance Officer and the company's officers are responsible for the CMS, including the documentation of the CMS, and for the content of the CMS description.

Our responsibility is to express a conclusion on the assertions contained in the CMS description on the appropriateness, implementation and effectiveness of the CMS in the area of anti-corruption based on our assurance engagement. As a system-related assurance engagement based on tests of controls, the objective of the assurance engagement is not to identify individual incidences of non-compliance. Therefore, it is not directed towards obtaining assurance about actual compliance with requirements.

We performed our assurance engagement on the basis of the professional duties applicable to German public auditors and in accordance with IDW Assurance Standard: Principles for the Proper Performance of Reasonable Assurance Engagements Relating to Compliance Management Systems [Grundsätze ordnungsmäßiger Prüfung von Compliance Management Systemen (IDW AssS 980)]. This standard requires that we plan and perform the assurance engagement so as to enable us to reach a conclusion with reasonable assurance about whether (1) the assertions about the CMS policies and procedures contained in the CMS description are appropriately presented in all material respects and that the policies and procedures set forth are suitable, in accordance with the applied CMS principles, for both identifying in due time with



reasonable assurance risks of material breaches in the anti-corruption area and for preventing such non-compliance, and (2) that the policies and procedures were implemented as of 30 June 2016 and were effective for the selected entities in the period from 1 July 2016 to 31 December 2016.

Statements made in the CMS description are reasonable when they cover all the basic elements of a CMS and the mentioned principles and measures, in accordance to the applied CMS principles, are suitable for both, identifying with reasonable assurance risks of material non-compliance in due time and for preventing such non-compliance. An appropriately designed CMS also ensures that incidences of non-compliance that have already occurred are reported promptly to the competent office in the entity so that the necessary consequences for improvement of the CMS can be determined.

The CMS effectiveness is given, when principles and measures embedded into business processes are known and followed by parties concerned according to their responsibilities. An effective CMS is also subject to systematic limitations, which make significant violations of rules possible without prevention or detection.

We applied professional judgment in determining the procedures. During the assurance engagement we have taken knowledge of the legal and economic environment and the Company's compliance requirements into consideration.

The assurance engagement was performed at the group headquarters of DEA. We ensure that the audit procedures stated below covered the audited entity's determined by DEA. The following entities were covered:

- ▶ DEA Deutsche Erdoel AG, Hamburg, Germany,
- ▶ DEA Norge AS, Stavanger, Norway,
- ▶ DEA Egypt Branch, Cairo, Egypt.

We performed procedures in the following areas:

- ▶ Compliance,

- ▶ New Ventures and Mergers & Acquisitions¹,
- ▶ Procurement,
- ▶ Internal Audit, and
- ▶ Human Resources.

We performed the following procedures:

- ▶ Review of DEA group's CMS description and additional documents with regard to their appropriateness and accordance to the following framework principles and verification, if the CMS is suitable to provide reasonable assurance to both, identify risks for significant violations in time and prevent them:
 - ▶ FCPA - A Resource Guide to the U.S. Foreign Corrupt Practices Act, Criminal Division of the U.S. Department of Justice and the Enforcement Division of the U.S. Securities and Exchange Commission, 2012.
 - ▶ UK Bribery Act - Guidance about procedures which relevant commercial organizations can put into place to prevent persons associated with them from bribing (section 9 of the Bribery Act 2010), 2011.
 - ▶ United Nations Global Compact - A Guide for Anti-Corruption Risk Assessment, 2013.

During the effectiveness audit, we also audited the adjustments of the CMS in the area of anti-corruption, which would have a direct impact on the design of the CMS.

- ▶ Testing the measures, processes and controls to assess their suitability to prevent misconduct in the area of anti-corruption by means of policies and procedures, processes and controls and additionally to identify any misconduct at an early stage.

¹ The audit of the areas New Ventures and Mergers & Acquisitions was performed mainly on group level. The effectiveness of procedures, processes and controls was audited with documents, walktroughts and interviews.



- ▶ Testing the operating effectiveness of selected corruption prevention measures, processes and controls on sample basis, document and system reviews and interviews.

The requirements for the procedures at the group companies, the scope of which is described above, were summarized in an assurance manual. We assessed the policies and procedures set forth in the CMS description and the evidence presented to us primarily on a test basis. We are of the opinion that our assurance procedures provide a reasonable basis for our conclusion.

We conducted our procedures intermittently between January and May 2017.

We were provided with all the explanations and evidence we requested. The representatives have confirmed to us in writing the completeness and correctness of the CMS description and of the information and evidence provided relating to the overall design of the CMS as well as to its implementation and operating effectiveness.

C. Findings on the Compliance Management System

I. Design of the CMS for the Area of Anti-Corruption

DEA, DEA Norge and DEA Egypt developed a CMS for the area of anti-corruption based on the following generally accepted frameworks:

- ▶ UK Bribery Act - Guidance about procedures which relevant commercial organizations can put into place to prevent persons associated with them from bribing (section 9 of the Bribery Act 2010), 2011,
- ▶ United Nations Global Compact - A Guide for Anti-Corruption Risk Assessment, 2013,
- ▶ FCPA - A Resource Guide to the U.S. Foreign Corrupt Practices Act, Criminal Division of the U.S. Department of Justice and the Enforcement Division of the U.S. Securities and Exchange Commission, 2012.

The basic principles of the above standards were described in the reference documents for the CMS for the area of anti-corruption and were substantiated. As a result, the documents and evidence provided cover the minimum requirements for the compliance organization and fully comply with the requirements for a CMS in accordance with IDW AssS 980 by including the basic components for the area of anti-corruption.

DEA has documented in its *"Description of DEA's Compliance Management System for Preventing Corruption"* their CMS concept. Part of this have been the following documents:

- ▶ DEA Code of Conduct,
- ▶ DEA Anti-Corruption Policy,
- ▶ Directive "Compliant Relationships with Business Partners",
- ▶ Directive "Consultants and Agents",
- ▶ Directive "Donations and Sponsorships",



- ▶ Directive "Business Partner Due Diligence",
- ▶ Directive "Conflict of Interests",
- ▶ Directive "Holding Public Offices, Elected Offices and Other Honorary Offices", and
- ▶ Directive "Conduct During Official Investigations in Germany".

The basic principles of the above standards were described in the reference documents for the CMS for the area of anti-corruption and were substantiated. As a result, the documents and evidence provided cover the minimum requirements for the compliance organization and, according to our findings, fully comply with the requirements for a CMS in accordance with IDW AssS 980 by including the following basic components for the area of anti-corruption:

- ▶ Compliance Culture,
- ▶ Compliance Objectives,
- ▶ Compliance Risks,
- ▶ Compliance Program,
- ▶ Compliance Organization,
- ▶ Compliance Communication,
- ▶ Compliance Monitoring and Improvement.

II. Findings and Recommendations

Based on the procedures performed, the results of our audit did neither reveal any findings which qualify our conclusion, nor any recommendations on improvements.

The operating effectiveness of the corruption prevention and detection measures, processes and controls was demonstrated in the following areas on the basis of samples, document and system reviews as well as interviews:

- ▶ Compliance,
- ▶ New Ventures and Mergers & Acquisitions²,
- ▶ Procurement,
- ▶ Internal Audit, and
- ▶ Human Resources.

² The audit of the areas New Ventures and Mergers & Acquisitions was performed mainly on group level. The effectiveness of procedures, processes and controls was audited with documents and interviews.



D. Conclusion

We conclude that, based on the findings of our assurance engagement, the assertions contained in the CMS description about the CMS policies and procedures are appropriately presented in all material respects. The policies and procedures set forth in the CMS description are suitable, in accordance with the applied CMS frameworks "A Resource Guide to the U.S. Foreign Corrupt Practices Act", "UK Bribery Act - Guidance about procedures both for identifying with reasonable assurance risks of material breaches in the area of anti-corruption and for preventing such non-compliance" and the "United Nations Global Compact - A Guide for Anti-Corruption Risk Assessment". The policies and procedures were implemented as of 30 June 2016 and were effective during the period from 1 July 2016 to 31 December 2016.

The most recent CMS description for the area of anti-corruption at the Company was prepared as of 31 December 2016; the remarks on the procedures to assess the operating effectiveness of individual policies and procedures relate to the period from 1 July 2016 to 31 December 2016. Any extrapolation of this information to a future date could lead to false conclusions being drawn if the CMS has changed in the interim.

An otherwise effective CMS is subject to inherent limitations within the system which mean that material non-compliance which is not prevented or identified by the system can occur.

Düsseldorf, 10 May 2017

Ernst & Young GmbH
Wirtschaftsprüfungsgesellschaft

Andreas Pyrcek
Partner

Daniela Koch
Wirtschaftsprüferin
[German Public Auditor]

Appendix 1

Description of DEA's Compliance Management System
for Preventing Corruption dated 31 December 2016

Description of DEA's Compliance Management System for Preventing Corruption
(hereinafter „CMS“)

DEA¹ is committed to conduct all of its business activities throughout the world in an honest, ethical, and legal manner, and expects the same of its employees, directors, officers, and business partners. In particular, DEA and its shareholders do not tolerate any form of corruption, neither active nor passive, direct or indirect, and work against corruption in all its forms. In all of its activities, DEA is committed to complying with the provisions of the United States Foreign Corrupt Practices Act ("**FCPA**"), United Kingdom Bribery Act 2010 ("**UKBA**"), German anti-corruption laws, and any applicable anti-corruption laws in the countries, where it does business.

Based on these clear commitments, DEA has developed and implemented a Compliance Management System (hereinafter "**CMS**") aimed at preventing corruption. DEA's CMS complies with the requirements of the FCPA, UKBA, German and other applicable anti-corruption laws, and with the Assurance Standard 980 for voluntary audits of Compliance Management Systems from the Institute of Public Auditors in Germany ("**IDW PS 980**").

The objectives of DEA's CMS are to prevent violations of anti-corruption regulations, to identify and assess such risks, and to define appropriate mitigation and response measures. The term "**anti-corruption regulations**" includes both external regulations (e.g., statutory laws, official regulations) and internal regulations of DEA (e.g., DEA Code of Conduct, DEA Anti-Corruption Policy). The overall responsibility for the CMS lies with the Chief Compliance Officer of DEA.

DEA's CMS comprises the following seven, generally accepted basic compliance elements: culture, objectives, risks, programme, organisation, communication, and monitoring & improvement. This CMS description provides an overview of the principles and measures to be taken for each of aforementioned elements in the area of corruption prevention at DEA.

¹ DEA refers to DEA Deutsche Erdöl AG and all companies directly or indirectly controlled by DEA Deutsche Erdöl AG.

1. Compliance Culture

1.1 DEA Code of Conduct

In 2015, DEA updated its Code of Conduct together with its shareholder LetterOne and issued it to all employees in order to establish and to communicate DEA's expectations and commitments regarding compliance worldwide. The Code of Conduct forms the fundamental basis for other compliance regulations of DEA. It explicitly emphasizes that the actions taken by DEA and by its employees are founded on personal responsibility, honesty, loyalty, and respect for others and for the environment.

The Code of Conduct serves two main purposes:

- Firstly, it encourages every single employee to take responsibility for his or her actions, and it seeks to provide them with appropriate guidance.
- Secondly, it outlines the ethical principles which guide the business activities of DEA.

Each DEA employee has received a copy of the Code of Conduct, and each new employee receives a copy prior to his or her start at DEA. In addition, the Code of Conduct is available to all employees on the intranet, and to all persons (e.g., business partners) on DEA's corporate website. It is binding for all employees in all organisational units. All employees and all new hires have to confirm in written form that they take note of and will comply with the Code of Conduct. The Code of Conduct is available in English, Arabic and German.

Because DEA is aware of its responsibility towards society, DEA expects its business partners to support compliance with the regulations and principles expressed in the Code of Conduct. Therefore, all contracts with suppliers and contractors must include an explicit reference to the Code of Conduct, and DEA's general procurement terms and conditions explicitly state that DEA expects its contract partner to support compliance with the Code of Conduct.

1.2 Tone from the Top

DEA is aware that the success of the CMS largely depends on its executives acting as role models. For this reason, a culture of compliance is continually promoted and communicated to the employees, who are expressly instructed on the importance of complying with laws and internal policies, rules and regulations. The value of compliance at DEA is emphasized, *inter alia*, by the Chief Executive Officer (CEO) in a video message that is available to all employees on the intranet, and in a letter by the complete DEA Management Board to all employees that

is also available to all employees on the intranet. Aforementioned video message and letter make it clear to all employees that DEA has a policy of zero tolerance for any violations of anti-corruption regulations under any circumstances, and that such violations can have severe consequences, including reputational damages, claims for damages, financial losses, and consequences under criminal law and labour law. As role models, the DEA Management Board and executives participate in regular mandatory anti-corruption trainings. In addition, the DEA Management Board and executives include awareness speeches and presentations on compliance in executive meetings, integrate compliance aspects in their business decisions and processes, and consequently apply structured processes to ensure that any indications of potential violations are properly dealt with.

1.3 Integrity Checks for External Recruitments and Other Staff Related Measures

The successful achievement of DEA's compliance objectives depends on the integrity of its staff. For this reason, prior to entering into an employment contract with a person who is not already employed by DEA, an integrity check for such a candidate is required by DEA. Additional integrity checks are required by DEA for internal appointments to specific, clearly defined positions. All integrity checks are done by means of legal and routine procedures, and have the purpose to ensure the protection of DEA's security interests and DEA's interests in the compliant behaviour of its employees.

2. Compliance Objectives

In its Code of Conduct, DEA committed itself to not tolerate any form of corruption, neither active nor passive, direct or indirect, and to work against corruption in all its forms. The terms "bribery" and "corruption" are defined in detail by DEA in section 3 of the DEA Anti-Corruption Policy as follows:

- **Bribery**: Offering, promising, giving or accepting any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, to reward them for acting improperly, to influence them in the exercise of public functions, or where the recipient would act improperly by accepting the financial or other advantage.
- **Corruption**: Abuse of entrusted power or position for private gain, incl. bribery.

In all of its activities, DEA is committed to complying with the provisions of the United States Foreign Corrupt Practices Act (FCPA), United Kingdom Bribery Act 2010, German anti-corruption laws, and any applicable anti-corruption laws in the countries, where it does

business. In the Code of Conduct, DEA also committed itself to implement adequate procedures in order to ensure compliance with aforementioned commitments and laws.

Based on these clear commitments, the objectives of DEA's CMS are:

- to proactively prevent violations of anti-corruption regulations and of the Code of Conduct, committed within or by DEA, its employees, directors, and officers,
- to minimize risks of violations of anti-corruption regulations, and risks resulting from such violations, by identifying and assessing such risks (detect) and defining appropriate mitigation and response measures (response),
- thereby
 - to avoid liability claims and other disadvantages for the company, its management and employees,
 - to protect DEA's license to operate, and
 - to protect DEA's reputation.

The development, implementation, and enforcement of adequate policies and procedures to fulfil aforementioned objectives is an integral part of DEA's CMS.

The objectives of the CMS are communicated, for instance, in mandatory training sessions as well as through DEA's intranet site, including letters to employees and the video message issued by the CEO of DEA. In line with aforementioned general objectives of the CMS and in order to additionally support these objectives, specific compliance objectives may be integrated in the individual target agreements for executives in case of identified improvement potentials.

3. Compliance Risks

A key element of the CMS is to perform a regular analysis and evaluation of compliance risks for the area of corruption prevention.

Until March 2015, when DEA was still part of the German RWE group, the compliance risk assessment for DEA was part of the compliance management system for the whole RWE group that has been certified according to the German assurance standard IDW PS 980 by KPMG. This risk assessment had the purpose to systematically identify and assess compliance risks with a traceable documentation procedure.

Since 2015, DEA itself conducts at least annually a risk assessment in order to identify and assess the nature and extent of DEA's exposure to corruption and bribery risks, and to define appropriate mitigation measures to reduce such risks. The structure of DEA's risk assessment covers all business units of DEA, so that the corruption and bribery risks within all business units of DEA are covered. For each business unit, the corruption and bribery risks are analyzed in accordance with risk categories based on the guidelines provided by the UK Bribery Act 2010 – Guidance by UK Ministry of Justice, US FCPA – Guidelines by the U.S. Federal Sentencing Commission, and UN Global Compact Guide on Anti-Corruption Risk Assessment. In a standardized process and based on interviews with the respective business units, the probability of violations of anti-corruption regulations, extent of damages, and effectivity of existing anti-corruption measures are assessed and appropriate mitigation measures are defined. This risk assessment forms the basis for deciding which compliance measures are appropriate for which areas. Areas with particularly high levels of risk are to be covered by additional measures as required.

The Chief Compliance Officer is also integrated into the process of DEA-wide early risk identification according to KonTraG (German Control and Transparency Act).

4. Compliance Programme

DEA's compliance programme includes measures to prevent violations of anti-corruption regulations (Prevention, see section 4.1 below), measures to identify and assess such risks (Detection, see section 4.2 below), and the definition of appropriate mitigation and response measures (Response, see section 4.3 below). With respect to the compliance programme, the DEA Compliance Team and other departments of DEA (e.g., Legal, HR, Audit, Procurement) closely cooperate and coordinate with each other.

4.1 Prevention

Based on the defined objectives and identified and assessed risks, DEA introduced measures to prevent non-compliant behaviour and to minimise compliance risks. To this end, DEA developed and documented several compliance regulations (in particular the DEA Code of Conduct, the DEA Anti-Corruption Policy, and additional internal Compliance Directives - hereinafter collectively also referred to as "**DEA Compliance Policies**") as well as processes and checks. Adherence to the compliance regulations is supported by integrated control activities (e.g. four-eyes-principle, segregation of duties, authorisation concept, approval rules). It is the responsibility of each employee to be familiar with the internal and external regulations relevant to his or her activity and to adhere to them in practice.

4.1.1 DEA Code of Conduct

The DEA Code of Conduct is published internally and externally and is available in English, German and Arabic. It applies worldwide to all activities of DEA, and all activities of its employees in all contexts and situations in which employees are viewed as representatives of DEA. The Code of Conduct describes the principles which guide the business activities of DEA and its employees, and is therefore a significant guide for DEA's business. It is the fundamental basis for other compliance regulations of DEA.

4.1.2 DEA Anti-Corruption Policy

The DEA Anti-Corruption Policy is published internally and externally and is available in English, German and Arabic. As the Code of Conduct, it applies worldwide to all activities of DEA, and all activities of its employees in all contexts and situations in which employees are viewed as representatives of DEA. The DEA Anti-Corruption Policy sets out and specifies DEA's commitment against bribery and corruption. The principles of this policy are based on the Code of Conduct and the DEA Board of Management commitment to the fundamental standards of professionalism, fairness and integrity in all business dealings and relationships wherever DEA operates. It provides information and guidance to all employees on how to deal with corruption issues.

4.1.3 DEA Internal Compliance Directives

In case any additional rules and regulations are required, they are documented and communicated in detail in well-designed internal Compliance Directives. The Compliance Directives are published internally on the DEA intranet and available in English and German. They are integrated in DEA's Company Integrated Management System (CIMS) and Corporate Management System that is regularly certified according to ISO 9001, ISO 14001, and OHSAS 18001. Additional procedures are in place for each directive to ensure that all employees take note of it.

4.1.3.1 Directive "Compliant Relationships with Business Partners"

Compliance in dealing with business partners as required by DEA's Code of Conduct is specified in detail in the Directive „Compliant Relationships with Business Partners". To avoid even a mere impression of any undue influence being exerted, detailed provisions on receiving and giving advantages (e.g., gifts, hospitality, business partner events) from and to business partners are included, as well as provisions on maximum values limits for such advantages and the calculation of such values. Such maximum value limits may only be exceeded in

exceptional cases if it is ensured that this does not create even the mere impression of any inappropriate influence and only after prior approval by the Chief Compliance Officer.

4.1.3.2 Directive "Consultants and Agents"

DEA implemented the Directive "Consultants and Agents" to specify the minimum standards, responsibilities, and processes for the proper commissioning, handling and billing of services provided by external consultants and agents. This directive also provides checklists listing the requirements for different types of contracts with consultants and agents. In addition, it sets forth that the conclusion of compliance-relevant contracts is always registered in the Compliance IT Tool (CITT) to make such matters transparent for review and monitoring by the DEA Compliance Team. Consultants or agents must be advised of the need to store their data via the Compliance IT tool (CITT).

4.1.3.3 Directive "Donations and Sponsorships"

DEA has issued the Directive "Donations and Sponsorships" to specify the minimum standards, responsibilities, and processes for the proper granting of donations and sponsorships. The directive provides that even the impression of exerting unfair influence on business or official decisions by granting donations or sponsorships has to be avoided, and provides standards and approval processes to ensure this. Therefore, all donations and sponsorships require the prior review and approval by the Chief Compliance Officer, and have to be registered in the Compliance IT Tool (CITT) to make them transparent for review and monitoring purposes. All donation and sponsoring measures are to be implemented in a targeted manner to enhance the reputation of DEA in the relevant countries and regions and, in particular, to underscore the company's attitude towards its social responsibility.

4.1.3.4 Directive "Business Partner Due Diligence"

Under various legislation (UK Bribery Act 2010, US Foreign Corrupt Practices Act, § 30 German Act on Regulatory Offences etc.), DEA may be held liable for acts of corruption by its business partners. To avoid legal and reputational risks resulting from such acts of corruption, DEA has implemented a risk-based background check of potential business partners before entering into business relationships with them (so-called "**Business Partner Due Diligence**"). The rules, responsibilities and processes for this Business Partner Due Diligence are specified in the Directive "Business Partner Due Diligence". The scope of the Business Partner Due Diligence is to investigate the background of a potential business partner in order to evaluate the risk that the business partner would not comply with anti-corruption laws and DEA's anti-corruption standards as laid down, *inter alia*, in the DEA Code of Conduct. Furthermore, DEA

has implemented a standardized process for an ongoing compliance monitoring of its business partners.

4.1.3.5 Directive "Conflict of Interests"

A conflict of interests occurs when private interests collide with the interests of DEA in any way or even if only the appearance of such a conflict is created. The Directive "Conflict of Interests" specifies the obligation incumbent upon every employee to safeguard the interests of DEA, to strictly separate private interests from those of DEA, and not to use internal company information for his or her own personal benefit.

4.1.3.6 Directive "Holding Public Offices, Elected Offices and Other Honorary Offices"

DEA expressly recognises the shared responsibility of DEA and its employees to the social and economic development of societies. DEA therefore welcomes its employees' commitment to civic, political and social activities outside of the workplace, particularly charitable and community-based activities. However, DEA does not pursue its business interests through its employees' activities in this area. Therefore, the Directive "Holding public offices, elected offices and other honorary offices" specifies rules, processes, and responsibilities for situations in which an employee holds such offices, thereby providing guidance for such situations in a uniform way across all DEA companies worldwide. The purpose of the directive is to avoid even the mere impression of an inappropriate influence on government officials, and to avoid conflicts of interests of an employee in his roles as an employee of DEA on the one side and as a holder of a public, elected, or other honorary office on the other side.

4.1.3.7 Directive "Conduct During Official Investigations in Germany"

The Directive "Conduct during official investigations in Germany" defines the organisational and regulatory framework as well as the responsibilities for official investigations on the premises of DEA in Germany. It applies to official investigations conducted by any official authorities (amongst others, European Commission, Bundeskartellamt (Federal Cartel Authority), Regulatory Authority, Public Prosecution Office, Criminal Investigation Department, Tax Fraud and/or Customs Investigation Department) on the premises of the company in Germany.

4.1.3.8 Standard Compliance Clause

All contracts of DEA with suppliers and contractors must (a) include an explicit reference to the DEA Code of Conduct, and (b) require that the supplier or contractor complies with the United States Foreign Corrupt Practices Act (FCPA), United Kingdom Bribery Act 2010, and all

applicable anti-corruption laws. A corresponding compliance clause in accordance with these requirements is included in the general procurement terms and conditions of DEA.

4.2 Detection

In order to minimize risks of violations of anti-corruption regulations, and risks resulting from such violations, DEA identifies and assesses such risks by following means:

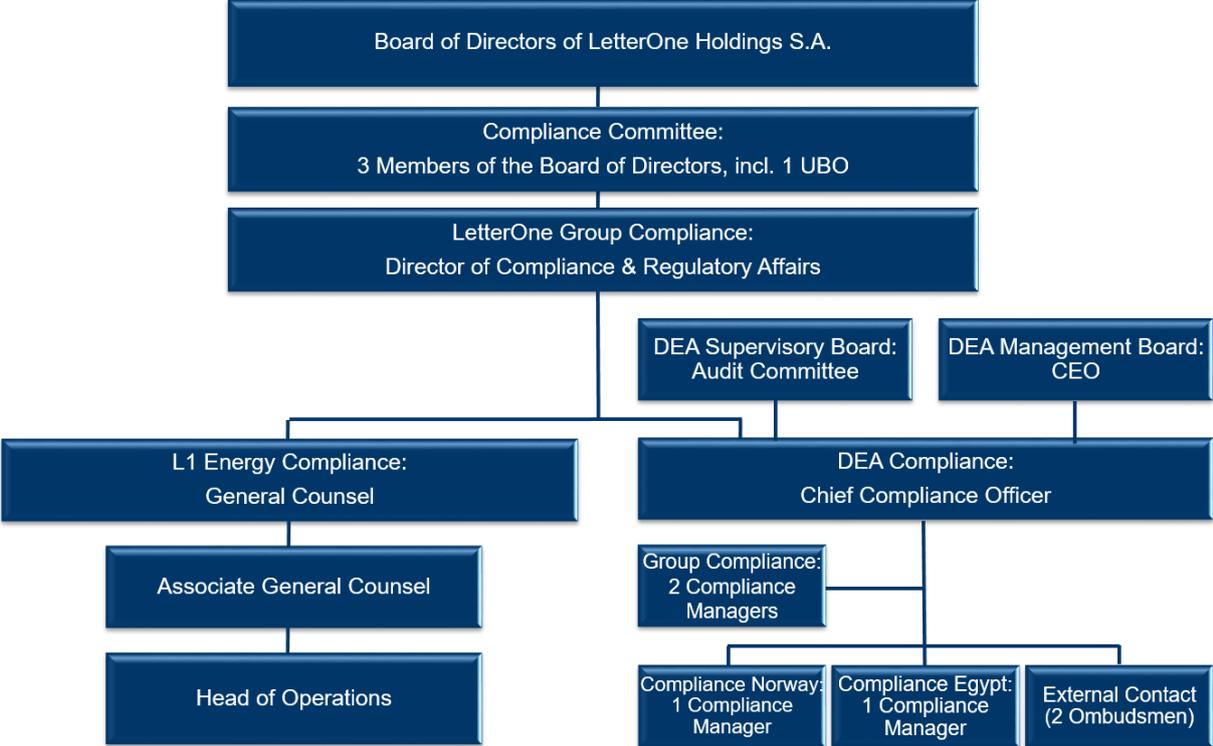
- In order to identify suspicious cases early on, DEA has implemented several reporting channels (incl. external contact ("ombudsman")) and reporting obligations for employees in case of potential violations of anti-corruption regulations. For more details, see section 6.3 of this CMS description.
- In order to identify risk situations as early as possible, DEA regularly assesses potential corruption risks in its business activities. For more details, see section 3. of this CMS description.
- In order to identify potential corruption risks of business partners, DEA implemented a standardized business partner due diligence. For more details, see section 4.1.3.4 of this CMS description.
- In order to regularly review compliance of business activities with anti-corruption policies and procedures, internal audits are regularly performed by the DEA Audit Department. For more details, see section 7. of this CMS description.
- Information on compliance-sensitive matters are registered in a Compliance IT Tool (CITT) for review and monitoring by the DEA Compliance Team. For more details, see sections 5. and 7. of this CMS description.

4.3 Response

The DEA Compliance Team defines appropriate mitigation and response measures for identified risks of violations of anti-corruption regulations, and risks resulting from such violations. For the enforcement of defined mitigation and response measures, the DEA Compliance Team cooperates and coordinates with other departments (e.g., Legal, HR, Audit) and, if necessary, external consultants.

5. Compliance Organisation

Clearly specified rights and duties related to compliance between those charged with governance and those receiving governance are the basis for a well-functioning CMS. Following chart provides an overview of the compliance organisation of DEA that is integrated in the compliance organisation of its parent companies L1 Energy and LetterOne:



The term "**DEA Compliance Team**" refers in this CMS description to the DEA Chief Compliance Officer, the DEA Compliance Managers in Hamburg as well as the DEA Compliance Managers in Norway (Stavanger) and Egypt (Cairo).

The responsibilities of the DEA Chief Compliance Officer are summarized as follows:

- He is responsible for providing guidance on the DEA Compliance Policies, their implementation and communication within DEA. He proposes updates to the DEA Compliance Policies, where appropriate, to address any new risks identified.
- He provides advice on compliance issues to DEA's Management Board, employees, and members of the DEA Compliance Team.
- He steers and coordinates the cooperation of the members of the DEA Compliance Team in compliance matters.
- He assesses the nature and extent of DEA's exposure to corruption and bribery risks regularly, at least annually, and defines appropriate mitigation measures to reduce such risks (e.g., preparation and further development of compliance rules and regulations, initiation of additional training or communication measures).
- He is responsible for the organisation of regular compliance trainings within DEA to maintain and reinforce the awareness of, acceptance of, and adherence to the DEA

Compliance Policies. He develops a detailed training schedule setting forth mandatory regular anti-corruption trainings for employees.

- He is responsible for the monitoring of compliance with the DEA Compliance Policies, and to clarify critical situations.
- In compliance matters, he reports to the Chief Executive Officer, and he is obliged to report any violation of a DEA Compliance Policy brought to his knowledge and relevant to the DEA group to the Chief Executive Officer.
- He is obliged to report in compliance matters to the Director of Compliance & Regulatory Affairs of the LetterOne group (hereinafter "**Director**") upon the Director's request and in case of any violations of DEA Compliance Policies of relevance to the LetterOne group.

The responsibilities of the Compliance Managers in Hamburg are to support the fulfilment of aforementioned responsibilities, as specified by the Chief Compliance Officer.

The responsibilities of the Compliance Managers in Stavanger and Cairo are:

- To provide advice on compliance issues to the local DEA employees in Stavanger or Cairo, respectively.
- To conduct business partner due diligences for their local colleagues in Stavanger or Cairo, respectively.
- To organize local compliance trainings in line with the training schedule setting forth mandatory regular anti-corruption trainings for employees.
- To support the DEA Compliance Team in Hamburg, especially in the course of the regular compliance risk assessment, the monitoring of compliance with the DEA Compliance Policies.
- To regularly report on the compliance status to the DEA Compliance Team in Hamburg, and in case of a compliance incident to report on an ad-hoc basis, providing the DEA Compliance Team in Hamburg with all relevant information.

All members of the DEA Compliance Team are contact persons for all compliance related issues. They treat each question, tip or advice confidential and pursue every hint in an appropriate manner. Indications on possible violations of anti-corruption regulations are appropriately investigated and documented.

DEA uses various technical tools and aids to support the organisational structure:

- The DEA intranet as a presentation and information platform for all employees, and the DEA corporate website as a presentation and information platform for all persons, including business partners.
- The DEA Compliance SharePoint as a communication platform for the members of the DEA Compliance Team.
- The Compliance IT Tool (CITT) in which DEA employees have to register all donations, sponsorships, compliance-relevant agreements with consultants and agents, as well as all advantages received from or given to government officials (invitations to business meals, business events, gifts). The purpose of the CITT is to make aforementioned matters transparent for review and monitoring by the DEA Compliance Team. The data and documents registered in the CITT are accessible for the DEA Compliance Team for review and monitoring purposes at any time.
- The compliance database World-Check One by Thomson Reuters to facilitate business partner background checks by the members of the DEA Compliance Team.
- The maintenance of proper records in order to have a comprehensive and structured documentation of significant compliance matters.
- The SAP system is used to manage standardised workflows and to control the approval process in cross-functional divisions (e.g. segregation of duties and authorisation systems in the procurement and accounting departments).

6. Compliance Communication

DEA takes action to ensure that the DEA Compliance Policies are communicated to all employees on a regular basis, and to make all employees aware of the importance of anti-corruption, the existence of the DEA Compliance Team and its entire range of services. Moreover, employees are to be sensitised to preventing and identifying non-compliance, including the reporting of suspicious cases to the DEA Compliance Team or the external contact ("ombudsman"). In order to maintain a high awareness of the importance of compliance and to strategically and effectively address compliance topics, DEA has established a concept for ongoing compliance communication measures for each calendar year, defining target groups, communication media and channels, reasons, contents, and frequency of communication.

6.1 Advice

In order to promote employees to act compliantly, it is of particular importance for DEA to support and advise employees whenever cases of doubt arise. Employees are informed about the relevant advisory services and the appropriate communication channels in various ways: For instance, the video message by the CEO and the letter by the Management Board of DEA to all employees highlight the advisory services of the DEA Compliance Team. The DEA intranet provides all employees with information on the DEA Compliance Policies, contact details of the members of the DEA Compliance Team and external contact ("ombudsman"), access to the Compliance IT Tool (CITT), information on compliance trainings, and links to the video message by the CEO and letter by the Management Board.

6.2 Anti-Corruption Compliance Trainings

Compliance trainings provide an important basis for establishing a culture of compliance in the company. Therefore, a detailed compliance training schedule sets forth mandatory regular anti-corruption trainings for DEA employees. Records of all completed training sessions undertaken by employees are maintained by the DEA Compliance Team and the DEA human resources department.

In accordance with the compliance training schedule, the DEA Compliance Team organises regular compliance trainings to maintain and reinforce the employees' awareness of, acceptance of, and adherence to the DEA Compliance Policies. The selection of topics is adjusted to meet the needs of the participants and to address the risks the participants might be confronted with. In addition, a web-based anti-corruption training on the principles and approach to bribery and corruption adopted by DEA will be made available to all employees in both English and German language and is currently in the process of being updated.

6.3 Reporting Channels

Defined reporting channels and duties are an essential component of the CMS. DEA is aware that an incident reporting system significantly contributes to identifying suspicious cases early on. Various channels are available for this purpose.

All employees are encouraged to raise concerns about any issue or suspicion of bribery or corruption or any violation of the DEA Anti-Corruption Policy at the earliest possible stage to the responsible Compliance Manager or the Chief Compliance Manager. Employees are encouraged by top-level management, by various communication measures as well as in training sessions to actively use this opportunity if any indications of a suspicious case arise.

If an employee is unsure about whether a particular act constitutes bribery or corruption or any violation of the DEA Anti-Corruption Policy, the employee should raise it with the responsible Compliance Manager or the Chief Compliance Officer.

Any employee who has been, or thinks he/she has been, offered a bribe or asked to offer a bribe, or believes or suspects any bribery, corruption or any violation of the DEA Anti-Corruption Policy has occurred or may occur must, where relevant, refuse it and report such concerns immediately to the responsible Compliance Manager or the Chief Compliance Officer. Suspicious cases can also be reported anonymously to an external contact (ombudsman) by email, phone, fax, normal mail, or in a meeting in the ombudsman's office.

If an employee has questions or concerns on the interpretation of the DEA Compliance Policies or on their application in individual instances, the employee should contact the DEA Compliance Team.

All contact details of the members of the DEA Compliance Team and DEA's ombudsmen, as well as additional questions and answers on DEA's ombudsmen, are published on the DEA intranet. In any event, the Chief Compliance Officer, Compliance Managers and ombudsman may be contacted anonymously by any employee. In addition, all persons (internal and external) can contact the Chief Compliance Officer via a contact form on the DEA corporate website. Likewise, violations of the DEA Code of Conduct or the DEA Anti-Corruption Policy, can also be reported anonymously to one of DEA's external ombudsmen by business partners and stakeholders via contact details published on the DEA corporate website.

Processes are in place to ensure that any raised or reported concern will be answered and investigated as appropriate, and that appropriate actions are taken.

7. Compliance Monitoring & Improvement

To ensure appropriateness and effectiveness the CMS is monitored and continuously improved.

Internal audits are regularly performed by the DEA Audit Department to provide reasonable assurance about the appropriateness and effectiveness of the CMS and the compliance with corporate standards, following a standardized process. Compliance issues are regularly addressed in the risk based annual audit plan approved by the DEA Management Board (e.g.

audit of adherence to compliance directives, procurement, compliance aspects of investment projects, compliance processes).

In case of identified weaknesses, the DEA Audit Department will set up follow-up processes for identified weaknesses, including reporting to top-level management and the compliance organisation. In case of identified violations of anti-corruption regulations by employees or third parties, the DEA Audit Department coordinates with the DEA Compliance Team in order to identify appropriate mitigation and response measures to prevent such incidents in the future.

Information regarding compliance matters is exchanged on a regular basis between the DEA Compliance Team in Hamburg and the local Compliance Managers in Stavanger and Cairo. In addition, the data registered in the Compliance IT Tool (CITT) is reviewed on a regular basis.

Hamburg, 31 December 2016

DEA Deutsche Erdöl AG / Chief Compliance Officer

Appendix 2

General Engagement Terms for “Wirtschaftsprüfer und Wirtschaftsprüfungsgesellschaften” [German Public Auditors and Public Audit Firms] dated 1 January 2002 (IDW Engagement Terms)

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.

Appendix 3

Special Engagement Terms for Assurance and Related
Services of Ernst & Young GmbH
Wirtschaftsprüfungsgesellschaft as of 1 January 2016

Special Engagement Terms for Assurance and Related Services

of

Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft

as of 1 January 2016

Preamble

These engagement terms of Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft with registered offices in Stuttgart ("EY GmbH") supplement and specify 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 e.V.": IDW] (as attached to the engagement agreement) and take precedence over the latter. They are subordinate to any engagement agreement. The engagement agreement together with all enclosures constitutes the "Entire Engagement Terms".

A. Supplementary provisions for audits of financial statements in accordance with Sec. 317 HGB ["Handelsgesetzbuch": German Commercial Code] and substantially comparable audits in accordance with international standards on auditing and for voluntary audits of financial statements

EY GmbH will conduct the audit in accordance with Sec. 317 HGB and German generally accepted standards for the audit of financial statements promulgated by the IDW. As such, EY GmbH will plan and design the audit in accordance with professional standards such that misstatements materially affecting the financial statements to be audited according to the engagement agreement ("financial statements") and any accompanying management report ("management report") are detected with reasonable assurance.

EY GmbH will perform all procedures that it deems necessary under the circumstances to judge in what form the opinion stipulated by Sec. 322 HGB can be rendered on the financial statements and management report. EY GmbH will report on the audit of the financial statements and management report as is customary in German professional practice. The basis of our audit methodology, which is risk and process oriented, is the development of an audit strategy. This strategy is based on the assessment of the economic and legal environment of the company, its goals, strategies and business risks. In order to determine the nature, timing and scope of audit procedures, EY GmbH will review and evaluate the system of internal accounting controls to the extent that it deems necessary, in particular where it serves to ensure proper accounting. As is customary, EY GmbH will conduct audit procedures on a test basis; this entails an unavoidable risk that even material misstatements may not be discovered in an audit performed according to professional standards. Therefore, the audit will not necessarily detect any incidences of fraud or other irregularities. EY GmbH points out that an audit is not designed to detect any incidences of fraud or other irregularities which do not affect the compliance of the financial statements and management report with the applicable financial reporting framework. Any such matters detected by EY GmbH in the course of the audit will, however, be brought to the attention of EY GmbH's client ("Client") immediately.

The above statements on audit objectives and methods apply by analogy to audits of financial statements which are performed in

accordance with international standards on auditing and which are substantially comparable in terms of subject and scope.

It is the responsibility of the Client's management to correct material errors in the financial statements and, if applicable, in the management report, and to confirm in a letter of representation submitted to us that the effects of any uncorrected errors that we find in the course of the current engagement and that relate to the last reporting period are immaterial – both individually and in their entirety – for the financial statements as a whole and any management report.

B. Engagement

In the course of the engagement and to protect the economic interests of the Client, documents of legal relevance that are directly associated with the Client may be made available to EY GmbH. EY GmbH emphasizes that it assumes no obligation to provide legal advice or a legal review and that this engagement does not include general legal advice; accordingly, the Client should submit any standard wording made available by EY GmbH in connection with the performance of the engagement to its own legal counsel for a conclusive legal review.

The Client is responsible for all management decisions relating to the services performed by EY GmbH and the use of the work product and for determining whether the services performed by EY GmbH are appropriate for the Client's own internal purposes.

C. Access to information

The Client's management is responsible for ensuring that EY GmbH has unrestricted access to the records, documents and other information necessary for the engagement. The same applies to the presentation of any additional information (e.g., annual report, findings concerning the declaration of compliance in accordance with Sec. 161 AktG ["Aktiengesetz": German Stock Corporation Act]) published by the Client together with the financial statements and any accompanying management report. The Client shall provide such information in good time before the audit opinion is issued or as soon as it becomes available. The information provided to EY GmbH by the Client or on behalf of the Client ("Client Information") shall be complete.

D. Involvement of EY Firms and third parties

EY GmbH may subcontract portions of the services to other members of the global network of EY firms ("EY Firms"), as well as to other service providers, who may deal with the Client directly. Nevertheless, EY GmbH alone will be responsible to Client for the work product relating to the engagement, the performance of the services and any other obligations under the engagement agreement. Thus the Client may not make a contractual claim or bring proceedings arising from the provision of the services or otherwise based on the engagement agreement against any other EY Firm or EY GmbH's or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). The Client shall make any contractual claim or bring such proceedings only against EY GmbH. These limitations are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

E. Oral information

The Client is aware that oral information may be prone to misunderstandings. Should the Client intend to base any decision or other business plans on information and/or advice given orally to the Client by EY GmbH, the Client is obliged (a) to inform EY GmbH in good time before such decision and request that it confirm in writing the Client's understanding of such information and/or advice, or (b) in acknowledgment of the above risk of such oral information and/or advice, to make such decision based on its own judgment and on its own responsibility. Oral statements and information beyond the scope of the engagement are always non-binding.

F. Draft versions issued by EY GmbH

The Client may not rely on any draft versions of any work product (which are non-binding), but only on final written versions. Draft versions of the work product only serve EY GmbH's internal purposes of and/or the coordination with the Client and, therefore, only constitute preliminary stages of a work product, are neither final nor binding and are subject to further review. EY GmbH shall not be required to update any final work product for circumstances of which EY GmbH becomes aware, or events occurring, after the cut-off date indicated in the work product or, in absence of such date, the delivery date of its work product, unless otherwise agreed or EY GmbH is obliged to do so with regard to the services provided.

G. Indemnification

The Client shall indemnify EY GmbH against all claims by third parties (including affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external legal costs) arising out of the third party's use of or reliance on any work product disclosed to it by or through the Client or at the Client's request. The Client shall have no obligation hereunder to the extent that EY GmbH has specifically authorized, in writing, the third party's reliance on the work product.

H. Electronic mail (e-mail)

The parties may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations. The parties acknowledge that sending information and documents in electronic form (in particular by e-mail) entails risks (e.g., unauthorized access by third parties).

No changes may be made to any documents sent by EY GmbH electronically and no documents may be distributed electronically to third parties without the prior written approval of EY GmbH.

I. Data protection

EY GmbH, other EY Firms, EY Persons and third parties acting on behalf of EY GmbH may collect, use, transfer, store or otherwise process (collectively "Process") Client Information that can be linked to specific individuals ("Personal Data") in various jurisdictions in which EY GmbH and any of them operate (office locations of EY Firms are listed at www.ey.com) for purposes related to the provision of the services, to comply with regulatory requirements, to check conflicts, for quality, risk management or financial accounting purposes and/or for the provision of other administrative – and IT – support services. EY GmbH will Process the Personal Data in accordance with applicable law and professional regulations, including (without limitation) the BDSG ["Bundesdatenschutzgesetz": German Federal Data Protection Act]. EY GmbH will require any service provider that Processes Personal Data on EY GmbH's behalf to adhere to such requirements.

J. Letter of representation

The letter of representation requested by EY GmbH from management may include confirmation that the effects of uncorrected misstatements on the financial statements and the accompanying management report, as summarized in an enclosure to the representation letter, are immaterial, both individually and in their entirety.

K. Scope of application

The provisions contained in the Entire Engagement Terms – including the provision relative to liability – shall also apply to all other future work for the Client unless separate arrangements are made relative to such engagements or they are covered by general agreements, or German or foreign legal or official

requirements that are binding for EY GmbH conflict with individual provisions in the Client's favor.

The services of EY GmbH are governed exclusively by the terms and conditions set forth in the Entire Engagement Terms; no other terms and conditions are part of the contractual agreement unless the Client has expressly and specifically agreed otherwise with EY GmbH in writing. The Client's general terms and conditions of purchase shall not apply even if reference is made to such terms and conditions in automated purchase orders and EY GmbH does not expressly object or EY GmbH begins rendering the services without reservation.

L. Applicable law/court of competent jurisdiction

The engagement shall be governed by the professional principles developed and adopted by the authoritative German professional organizations (Wirtschaftsprüferkammer, Institut der Wirtschaftsprüfer e.V., Steuerberaterkammer) to the extent applicable to the engagement.

This engagement and any non-contractual matters or obligations arising out of it or the services provided thereunder shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany.

Any dispute relating to the engagement or the services provided thereunder shall be subject to the exclusive jurisdiction of the courts of Stuttgart, Germany, or, at EY GmbH's discretion, (i) the court located where the EY GmbH office that conducted the main part of the work is registered or (ii) the courts located where the Client is registered.