

**Investment Memorandum**  
**for the public offer of**  
**Sun Contracting CHF Bond 2025/100k**  
**by Sun Contracting AG**

This Investment Memorandum ("**Memorandum**") of Sun Contracting AG ("**Issuer**") does not constitute a securities prospectus within the meaning of Regulation (EU) 2017/1129 ("**Prospectus Regulation**"). The public offer of bonds of the Sun Contracting CHF Bond 2025/100k ("**Bonds**") is made **without a prospectus** in accordance with Art 36 para 1 lit c of the Swiss Federal Financial Services Act (Financial Services Act, "**FinSA**"), as it provides for a minimum subscription amount of CHF 100,000 and is therefore exclusively aimed at investors who acquire securities with a minimum amount of CHF 100,000 per investor in each separate offer, which is why there is an exemption from the prospectus requirement according to the type of offer. **Partial deliveries or allocations below this minimum subscription amount are prohibited.** This Memorandum is therefore neither subject to the scope of application of the Prospectus Regulation nor (due to corresponding exemption provisions) to the scope of application of national regulations in the offer states regarding the publication of a securities prospectus such as the FinSA. This Memorandum has not been reviewed or approved by national supervisory authorities such as the Swiss Financial Market Supervisory Authority ("**FINMA**").

Potential investors ("**interested investors**") should in any case obtain their own tax and legal advice from competent third parties on all legal and tax issues in connection with a possible subscription or investment before subscribing for Bonds of the Issuer, **including an examination of possible withholding taxes and double taxation risks.** The subscription of Bonds of the Issuer is associated with considerable risks, which can lead to a partial or complete loss of the capital invested as well as interest. A detailed description of the risks relevant to the Issuer, the Issuer's business model and the Bonds in question can be found in Sections 2 and 4 of this Memorandum.

On 01.09.2025 ("**Issue Date**"), the Issuer will issue bearer bonds with a total nominal amount of up to CHF 20,000,000.00 ("**Aggregate Nominal Amount**"), divided into 20,000 fixed-interest bonds (units) with a nominal amount of CHF 1,000.00 per unit ("**Nominal Amount**") and a term of five years. **The minimum subscription per investor is therefore 100 units (nominal amount of CHF 100,000); it is prohibited to purchase smaller quantities.** The Bonds are issued in the form of bearer bonds and represent direct, unconditional and unsecured liabilities of the Issuer that rank pari passu among themselves and on a par with other unsecured, non-subordinated liabilities. The issue price is 95% of the nominal amount ("**Issue Price**").

The Bonds will bear interest from (and including) 01.09.2025 (the "**Interest Commencement Date**") until and including 31.08.2030 at a rate of 5.50 % per annum. Interest is payable quarterly in arrears on 1 January, 1 April, 1 July and 1 October of each calendar year until maturity, commencing on 01.10.2025 (each an "**Interest Payment Date**"). The Bonds will be redeemed at 100 % of their Principal Amount on 01.09.2030.

If (i) any amendment to, or change in, the laws (or any rules or regulations thereunder) of the Principality of Liechtenstein or any political subdivision or any taxing authority

thereof or therein, or (ii) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination), or (iii) any generally applicable official interpretation or pronouncement that provides for a position with respect to such laws or regulations that differs from the previous generally accepted position is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date of the Bonds and as a consequence taxes, fees or other charges are imposed on any payments to be made by the Issuer with respect to principal or interest on these Bonds by way of withholding or deduction at the source and the Issuer is required to pay additional amounts, the Issuer may, at its option, redeem all, but not some only, of the Bonds then outstanding at 100 per cent of their Principal Amount together with any accrued and unpaid interest subject to a notice period of at least 30 days in accordance with clause 10 of the Terms and Conditions.

The Bonds are governed by, and will be construed in accordance with, the laws of Austria. With regard to custody as book-entry securities, the provisions of the Swiss Federal Act on Book-Entry Securities (*Bucheffektengesetz*) shall apply in addition. The Bonds are securitised in the form of book-entry securities; the claim to interest payments from the Bonds is securitised by the book-entry securities. The book-entry securities are certified by Baader Bank AG as paying agent. Book-entry securities are considered uncertificated securities within the meaning of the *Bucheffektengesetz*. No individual Bonds or interest coupons will be issued. The book-entry securities will be held in custody by or on behalf of SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland (the "**Clearing System**") until all of the Issuer's obligations under the Bonds have been fulfilled. The bondholders hold proportional co-ownership rights to the book-entry securities, which are transferable exclusively in accordance with the terms and conditions of the Clearing System. For all disputes arising from or in connection with the Bonds, the exclusive place of jurisdiction shall be Vienna, to the extent permitted by law.

Application will be made for the Bonds to be listed on, and to be admitted to trading on the following market: The Free Market of the Munich Stock Exchange. However, it is expressly pointed out that neither admission to the regulated market has been applied for, nor is there any guaranteed liquidity or tradability. Investors must therefore expect limited or no marketability of the bonds (illiquidity risk).

The Bonds will be publicly offered in Switzerland ("**Offer State**") There will be no public offer of the Bonds or distribution of this Memorandum outside the Offer State. **In particular, no offer will be made in other jurisdictions where approval or registration would be required, including, but not limited to, the United States of America or to U.S. persons within the meaning of the United States Securities Act of 1933, as amended ("**Securities Act**").**

Neither this Memorandum nor the financial statements (whether reviewed or audited, or neither audited nor reviewed) of the Issuer contained herein or any other information provided in connection with the public offering of the Bonds are intended to form the basis of a credit- or other evaluation and should not be considered as a recommendation by the Issuer to any recipient of this Memorandum with respect to an investment in the Bonds. Any interested investor considering subscribing for Bonds should make its own independent investigation of the Issuer's financial condition, business activities, prospects and creditworthiness.

Interested investors are advised to read this Memorandum before making an investment decision in order to obtain a comprehensive picture of the possible risks and opportunities associated with the decision to invest in the Bonds. Interested investors should bear in mind and take into account that an investment in the Bonds involves risks and that Bondholders may lose all or at least a substantial portion of the principal invested in the Bonds, including interest, if certain risks materialize, in particular those described in Section 4 of this Memorandum.

An interested investor should only make an investment decision after a thorough analysis (including an individual economic, legal and tax analysis), as the assessment of the appropriateness or suitability of an investment in the Bonds depends on the individual circumstances of the respective interested investor, such as individual (specialist) knowledge, experience in the field of investments and financial instruments, the ability to bear losses, the corresponding "**risk appetite**" (risk tolerance) as well as the investment objectives and the structure of the respective investment object. The Issuer points out that, in accordance with product governance requirements (MiFID II, Section 30 WAG 2018), the Bonds are only suitable for investors within the positive target market who have adequate knowledge and experience and can bear losses; sales to investors outside this target market are prohibited.

In general, interested investors should purchase bonds or financial instruments as part of a broader financial strategy and not as an individual investment. An investment in the Issuer's Bonds is highly risky. For this reason, interested investors are advised to invest only a small portion of their available funds in the Bonds. Under no circumstances should the subscription of Bonds be credit-financed. There can be no guarantee that the return on the Bonds (if any) will exceed the interest on any loan financing. The Bonds are only suitable for investors who have a sound knowledge of this type of investment, can assess the risks associated with such an investment and are able to bear any losses associated with an investment in the Bonds.

The Issuer has not authorized any third party to provide any information or make any representation in connection with the Bonds that is not contained in this Memorandum. Neither the delivery of this Memorandum nor any subscription for Bonds made in connection with the offer shall, under any circumstances, constitute a representation that the capital invested will be repaid or be capable of giving rise to a belief that the (financial or other) condition of the Issuer or the information contained in this Memorandum has not changed since the date of this Memorandum and/or will not change adversely in the future. The Issuer is only obliged to update this information if required by law.

This Memorandum contains statements that are, or may be deemed to be, forward-looking ("**Forward-Looking Statements**"). Forward-Looking Statements, including estimates, any other projections or forecasts in this Memorandum, are necessarily speculative and subjective in nature and some or all of the assumptions underlying the projections may not materialise or may vary significantly from actual results. This is because forward-looking statements involve known and unknown risks and uncertainties because they relate to events and depend on circumstances that may (or may not) occur in the future. Interested investors are cautioned not to place undue reliance on these forward-looking statements and subjective estimates, which speak only as of the date of this Memorandum and are based on assumptions that may prove to be incorrect. The Issuer assumes no obligation to update such forward-looking statements unless required to do so by mandatory legal provisions.

The Bonds have a fixed interest rate and the redemption amount is as described in this Memorandum. Accordingly, no key information document pursuant to Regulation (EU) No. 1286/2014 has been prepared by the Issuer. In addition, the offer is exclusively aimed at investors with a minimum subscription of CHF 100,000 per transaction.

The Issuer is liable for incorrect or incomplete information in this Memorandum that is due to its own fault or the fault of its employees or other persons whose activities were used to prepare the Memorandum within the framework of mandatory legal provisions. Any further liability, in particular strict liability, is excluded.

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## 1. Executive Summary

### 1.1. Introduction

Sun Contracting AG ("**Issuer**") is offering bonds of the Sun Contracting CHF Bond 2025/100k (ISIN: CH1481470081) with an aggregate nominal amount of up to CHF 20,000,000.00, divided into 20,000 fixed-interest bearer bonds with a nominal amount of CHF 1,000.00 each ("**Bonds**") and with a maturity date on 01.09.2030 ("**Maturity Date**"), starting on 01.09.2025. The Bonds constitute direct and unsecured liabilities of the Issuer, which rank pari passu among themselves. The term of the Bonds begins on 01.09.2025 and ends on 31.08.2030. The Bonds will be publicly offered to investors who have their respective seats or residences in the following country ("**Offer State**"): Switzerland.

This summary should be read as an introduction to this investment memorandum ("**Memorandum**") and any decision to invest in the Bonds should be based on a review of the Memorandum as a whole by the prospective investor ("**interested investor**"). An investment in the Bonds involves risks and there is a real possibility that the Bondholder may lose all or part of the principal and interest invested.

This Investment Memorandum of the Issuer does **not** constitute a securities prospectus within the meaning of the Prospectus Regulation and the FinSA. The present issue **does not require a prospectus** pursuant to Art 36 para 1 lit c FinSA because only subscriptions of at least CHF 100,000 per investor and per transaction are permitted. Partial deliveries or allocations below this minimum subscription amount are prohibited. This means that, although the offer may also be directed at non-qualified investors, these investors must purchase Bonds worth at least CHF 100,000 per subscription transaction, and no capital market prospectus needs to be prepared and published. **The Issuer's Investment Memorandum has therefore not been reviewed by a supervisory authority for completeness and accuracy.** There is no legal or economic approval by the FINMA or any other supervisory authority. There is no prospectus liability for this memorandum under Prospectus Regulation (EU) 2017/1129 or the FinSA; liability exists exclusively under mandatory civil law provisions.

The Bonds are only suitable for investors who meet the positive target market criteria in accordance with MiFID II, have sufficient knowledge and experience, can bear losses and are not dependent on short-term liquidity. Purchasing on credit is expressly not recommended.

### 1.2. Key information on the Issuer

The Issuer is Sun Contracting AG with its registered office in FL-9496 Balzers, Landstrasse 15, Liechtenstein, the mother company of the Sun Contracting Group. The business activities of the Issuer comprise the installation and operation of photovoltaic systems and the sale of the electricity generated by these systems under contracts to be concluded with customers ("**Photovoltaic Contracting**"). The Sun Contracting Group has subsidiaries in Liechtenstein, Germany, Austria, Poland, Slovenia, the Czech Republic, Italy and Switzerland.

Direct control is exercised by Andreas Pachinger, who holds 82.00 % of all shares in the Issuer as the majority shareholder (controlling influence in the form of an indirect qualified participation). The Issuer's auditor is Congenia Audit Anstalt, FL-9492 Eschen, Güggelhalde 10, Liechtenstein, which, as a member of the Liechtenstein Association of Auditors, reviewed the annual financial statements for the financial year ending on 31.12.2023. The members of the Board of Directors of the Issuer are Markus Urmann and Andreas Pachinger.

The following financial information is derived from the reviewed annual financial statements of the Issuer as of 31.12.2022 and 31.12.2023 and the interim financial statements of the

Issuer as of 31.12.2024, which were neither audited nor reviewed. At the date of this Memorandum, the Issuer has negative equity (over-indebtedness within the meaning of Art 182 et seq PGR, cushioned by subordination agreements); potential investors should take this circumstance into particular consideration when making their investment decision.

<b>Balance Sheet</b> (in EUR)	<b>31/12/2024</b>	<b>31/12/2023</b>	<b>31/12/2022</b>
<b>ASSETS</b>			
Fixed assets			
Intangible assets	432,692.58	873,299.77	2,274,506.30
Property, plant and equipment	124,553.50	137,614.12	174,622.23
Financial assets	57,066,304.29	52,041,304.29	52,041,304.29
<b>Total fixed assets</b>	<b>57,623,550.37</b>	<b>53,052,218.18</b>	<b>54,490,432.82</b>
Current assets			
Inventories	45,319.64	1,087,864.80	1,026,644.80
Receivables	123,209,810.68	90,316,282.89	61,504,625.08
Securities	54,890.17	54,890.17	54,890.17
Bank balances, postal cheque balances, cheques and cash holdings	2,966,246.26	1,284,766.90	442,581.91
<b>Total current assets</b>	<b>126,276,266.75</b>	<b>92,743,804.76</b>	<b>63,028,741.96</b>
Accruals and deferrals	7,725,939.43	8,187,020.27	8,621,838.03
<b>TOTAL ASSETS</b>	<b>191,625,756.55</b>	<b>153,983,043.21</b>	<b>126,141,012.81</b>
<b>LIABILITIES</b>			
Equity			
Subscribed capital	1,000,000.00	1,000,000.00	1,000,000.00
Capital reserves	90,000.00	90,000.00	90,000.00
Profit/Loss carried forward	-8,602,172.94	-375,183.12	-437,884.05
Annual profit/loss	580,439.37	-8,226,989.82	62,700.93
<b>Total equity</b>	<b>-8,092,612.31</b>	<b>-7,512,172.94</b>	<b>714,816.88</b>
Provisions	53,374.30	53,374.30	9,000.00
Liabilities	197,066,679.26	158,681,908.32	123,180,471.39
<b>Total borrowed capital</b>	<b>197,120,053.56</b>	<b>158,735,282.62</b>	<b>123,189,471.39</b>
Accruals and deferrals	2,598,315.30	2,759,933.53	2,236,724.54
<b>TOTAL LIABILITIES</b>	<b>191,625,756.55</b>	<b>153,983,043.21</b>	<b>126,141,012.81</b>

<b>Income Statement</b> (in EUR)	<b>01/01/2024 to 31/12/2024</b>	<b>01/01/2023 to 31/12/2023</b>	<b>01/01/2022 to 31/12/2022</b>
Revenue	39,780.68	439,827.60	2,551,818.89
Other operating income	222,723.60	1,188,820.59	69,553.33
Expenses for services purchased	-170,129.91	0.00	-2,910,300.54
<b>Gross Profit</b>	<b>92,374.37</b>	<b>1,628,648.19</b>	<b>-288,928.32</b>
Personnel expenses			
Wages and salaries	-31,830.06	-24,500.00	-44,646.00
Social security contributions and expenses for pension schemes and support	-21,248.00	-6,504.52	-12,754.34
<i>of which for pension schemes</i>	<i>(0.00)</i>	<i>(0.00)</i>	<i>(6,478.69)</i>
Write downs and valuation allowances			
on intangible assets and property, plant and equipment	-453,667.81	-882,297.91	-1,176,528.99
Other operating expenses	-11,859,373.02	-12,809,169.55	-3,971,499.97
Other interest and similar income	22,270,524.66	12,306,837.30	11,395,138.53
<i>of which are from affiliated companies</i>	<i>(4,149,450.94)</i>	<i>(2,228,631.10)</i>	<i>(1,690,952.46)</i>
Interest and similar expenses	-10,575,380.34	-8,365,003.33	-5,828,977.23
<i>of which are from affiliated companies</i>	<i>(5,312,781.50)</i>	<i>(3,369,309.93)</i>	<i>(1,100,818.40)</i>
Tax on income	-1,839.17	-75,000.00	-9,102.75
<b>Income after tax</b>	<b>-580,439.37</b>	<b>-8,226,989.82</b>	<b>62,700.93</b>
Other tax	0.00	0.00	0.00
<b>Annual profit/loss</b>	<b>-580,439.37</b>	<b>-8,226,989.82</b>	<b>62,700.93</b>

<b>Cash Flow Statement</b> (in EUR)	<b>31/12/2024</b>	<b>31/12/2023</b>	<b>31/12/2022</b>
Result of the Year (+Profit/-Loss)	-580,439.37	-8,226,989.82	62,700.93
+/- Financial Results	-11,695,144.32	-3,941,833.97	-5,566,161.30
<b>Income before Interest</b>	<b>-12,275,583.69</b>	<b>-12,168,823.79</b>	<b>-5,503,460.37</b>
+ Depreciation on fixed Assets	453,667.81	882,297.91	1,176,528.99
+/- Increase/Decrease in Provisions	0,00	44,374.30	7,260.00

+/- Decrease/Increase in Receivables and other Assets	-31,389,901.79	-28,438,060.05	-33,524,090.25
+/- Increase/Decrease in Liabilities	38,228,152.71	36,024,645.92	44,096,028.44
<b>= Cash Flow from operating Activities</b>	<b>-4,988,664.96</b>	<b>-3,655,565.71</b>	<b>6,252,266.81</b>
- Payments for Investments in Property, Plant and Equipment	0,00	0,00	-2,029,361.25
- Payment for Investments in Financial Assets	-5,025,000.00	0,00	-9,774,949.67
+ Proceeds from Disposal of Financial Assets	0,00	555,916.73	0.00
<b>= Cash Flow from investing Activities</b>	<b>-5,025,000.00</b>	<b>555,916.73</b>	<b>-11,804,310.92</b>
+ Payment by Shareholders	0.00	0.00	0.00
- Payment to Shareholders	0.00	0.00	0.00
+ Proceeds from taking up Loans	-10,575,380.34	-8,365,003.33	-5,828,977.23
- Payments for the Repayment of Loans	22,270,524.66	12,306,837.30	11,395,138.53
<b>= Cash Flow from financing Activities</b>	<b>11,695,144.32</b>	<b>3,941,833.97</b>	<b>5,566,161.30</b>
Cash and Cash Equivalents at the beginning of the Period	1,284,766.90	442,581.91	428,464.72
Cash and Equivalents at the End of the Period	2,966,246.26	1,284,766.90	442,581.91

### 1.3. Key information on the Bonds

The bonds have the following characteristics:

- (i) direct, unconditional and unsecured obligations, that are not secured by collateral or guarantees (issuer risk);
- (ii) denominated in Swiss Francs (CHF), denomination of CHF 1,000.00 each, individually transferable, minimum subscription amount: CHF 100,000.00 (equivalent to 100 units), purchase of smaller quantities is prohibited;
- (iii) Term: Five years (01.09.2025 to 31.08.2030, each inclusive), maturity date: 01.09.2030;
- (iv) from 01.09.2025 (inclusive) to 31.08.2030 (inclusive), annual interest rate of 5.50 % of the nominal amount;
- (v) quarterly interest payment in arrears on 1 January, 1 April, 1 July and 1 October of each calendar year;
- (vi) repayment of principal on the maturity date or at the time of early termination;
- (vii) listing on the Free Market of the Munich Stock Exchange intended (such a listing does not guarantee tradability or liquidity; investors must expect limited or no tradability);
- (viii) paying agent: Baader Bank AG, Weißenstephaner Straße 4, 85716 Unterschleißheim, Germany;
- (ix) subscription by means of a subscription form (available at [www.sun-contracting.com/ceb-chf-bond-2025-100k/](http://www.sun-contracting.com/ceb-chf-bond-2025-100k/)), which must then be sent by email to the Issuer at [vertrag@sun-contracting.com](mailto:vertrag@sun-contracting.com) or, alternatively, by means of a purchase order from a credit institution to [documentation@baaderbank.de](mailto:documentation@baaderbank.de). Payment of the capital invested on 01.09.2025 or on the first day of each subsequent month. The submission of the subscription form or purchase order does not constitute a legal claim to allocation; the Issuer reserves the right to reject subscriptions.

#### 1.4. Most important risk factors

Material Financial Risks Related to Negative Equity and Non-Verifiable Assets. As of 31.12.2024, the Issuer as the key entity within the Sun Contracting Group, reports negative equity (EUR -8.1 million), indicating that its total liabilities exceeds its total assets. This financial situation constitutes a material risk to the Issuer's solvency and may adversely affect its ability to meet its obligations under the Bonds. In addition, the statutory auditor of the Issuer's financial statements noted, as of 31.12.2023, a material uncertainty regarding the Issuer's ability to continue as a going concern. The auditor stated that the recoverability of financial assets (shares in affiliated companies) amounting to EUR 50.2 million, receivables (receivables from affiliated companies) amounting to EUR 33.5 million and receivables (delivery receivables from affiliated companies) amounting to EUR 3.2 million could not be conclusively assessed on the basis of the documents available to him. In addition, the auditor was unable to conclusively assess part of the receivables amounting to EUR 21.6 million (prepaid commissions) and part of the prepaid expenses amounting to EUR 8.2 million on the basis of the available documents. He stated that the issuer was overindebted within the meaning of Art. 182f PGR and that the board of directors had refrained from notifying the court because creditors of the company had declared a subordination in the amount of CHF 10,000,000.00. In addition, the annual financial statements were only subject to a review and no audit opinion was issued.

Indebtedness. The Issuer is the most essential company in the Sun Contracting Group. According to its interim financial statements as of 31.12.2024, the total liabilities of the Issuer amount to EUR 191,625,756.55, total borrowed capital amounts to EUR 197,120,053.56, whereas its total equity amounts to EUR -8,092,612.31. Its financial gearing, its debt-to-equity ratio, is very high and the Issuer is more sensitive to changes in operating profit. The Issuer has neither entered, nor agreed to enter, into restrictive covenants with regard to the issue of the Bonds as far as its ability is concerned to incur additional indebtedness or to obtain guarantees ranking *pari passu* or senior to the obligations under the Bonds. The terms and conditions of the Bonds do not contain any covenants or control mechanisms (e.g. distribution prohibitions, debt limits or collateral provisions) that could protect the interests of the bondholders. Any additional indebtedness may significantly increase the likelihood of a delay of, or default in, payments of interests or principal under the Bonds and/or may reduce the amount recoverable by Bondholders in the event of insolvency or liquidation of the Issuer.

Risk of Legal and Administrative Proceedings. The Issuer and its Group Companies are exposed to the risk of legal disputes and regulatory proceedings, which may lead to financial losses, reputational damage, and other adverse effects. Currently, a fine of approximately EUR 1 million imposed by the Hungarian National Bank for alleged unauthorized investment services is being legally contested by the Issuer. In addition, the Austrian Central Public Prosecutor's Office for Combating Economic Crime and Corruption (*Wirtschafts- und Korruptionsstaatsanwaltschaft – WKStA*) has initiated a preliminary investigation against the Issuer, the key entity within the Sun Contracting Group, for suspected aggravated fraud (see page 18 of the Memorandum) The outcome of these proceedings is uncertain and could result in significant financial burdens and damage to the Issuer's reputation; in the event of a conviction, regulatory sanctions may also be imposed.

Impairment risks. Changes in the energy and photovoltaics market, the economic environment, the cost of capital and other assumptions for calculation (e.g. remaining useful economic life) can lead to a decrease of the value of the Issuer's assets.

Insurance risks. The Issuer may not be able to insure itself against all potential risks associated with its business. Adequate insurance coverage to cover all potential risks is not always available on reasonable terms and there can be no assurance that such insurance coverage, if available, would be sufficient to cover all losses and liabilities to which the Issuer could be exposed.

Regulatory risks. Regulatory changes, particularly in the areas of energy law, financial market law and the tax framework, could significantly impair the Issuer's business model or make it impossible to continue.

## 2. Information on the Issuer and its group of companies

### 2.1. General Information

The Issuer, is a public limited company incorporated and existing under the laws of the Principality of Liechtenstein. The Issuer was founded on 06.09.2017 (date of the articles of association) in the Principality of Liechtenstein and was entered in the Commercial Register of the Office of Justice of the Principality of Liechtenstein on 07.09.2017 under registration number FL-0002.555.661-3. Its share capital amounts to CHF 1,000,000.00. At the time of this memorandum, the Issuer has negative equity, **which represents a significant business risk**. Direct control is exercised by Andreas Pachinger, who holds 82.00 % of all shares in the Issuer as the majority shareholder (controlling influence in the form of a direct qualified participation). The members of the Board of Directors of the Issuer are Markus Urmann and Andreas Pachinger.

The registered office of the Issuer is located in FL-9496 Balzers, Landstrasse 15, Principality of Liechtenstein. The telephone number of the Issuer is +423 380 09 90. The website of the Issuer can be found at [www.sun-contracting.com](http://www.sun-contracting.com). The statutory auditor of the Issuer is Congenia Audit Anstalt, FL-9492 Eschen, Güggelhalde 10, Liechtenstein, which, as a member of the Liechtenstein Association of Auditors, reviewed the annual financial statements for the financial year ending on 31.12.2023.

The Issuer has the following subsidiaries:

Name	Seat	Managing director	Shareholding
Sun Invest AG	Liechtenstein	Markus Urmann	100 %
Sun Contracting Germany GmbH	Germany	Ing. Alexander Schauer	100 %
Sun Contracting Germany Management GmbH	Germany	Ing. Alexander Schauer	100 %
Sun Contracting Austria GmbH	Austria	Erwin Skola	100 %
Sun Contracting Projekt GmbH	Austria	Erwin Skola	100 %
Sun Contracting Engineering GmbH	Austria	Erwin Skola	100 %
Sun Contracting Solutions GmbH	Austria	Ing. Alexander Schauer	100 %
Pansolar d.o.o.	Slovenia	Andreas Pachinger	100 %
Sun Contracting Switzerland AG	Switzerland	Markus Urmann	100 %
Sun Contracting Czechia S.R.O.	Czech Republic	Erwin Skola	100 %
Sun Contracting Poland sp.Z.o.o.	Poland	Daniel Tomperowski, PhD	100 %
Sun Contracting Italy Management GmbH	Italy	Ing. Alexander Schauer, Dr. Walter Holzner	100 %
Sun Contracting Italy KG	Italy	-	99 %

### 2.2. Corporate purpose

The main activity of the Issuer and its operating subsidiaries of the Sun Contracting Group ("**Contracting Entities**") is the provision, financing and operation of photovoltaic systems (photovoltaics) via "**contracting models**". The object of the "**contracting**" business model developed in connection with photovoltaic systems (photovoltaics) (also known as "**Photovoltaic Contracting**") is the supply of a complete photovoltaic system and the installation of the complete photovoltaic system, including the necessary materials and associated safety equipment (surge arresters, equipotential bonding, etc.). During the term of an agreement regarding Photovoltaic Contracting and in order for the Contracting Entity to install a photovoltaic system, a client shall agree to provide space for the installation of such photovoltaic system either on the roof of a building or on any other surface area. In individual cases, a Contracting Entity may also decide to purchase a surface area with the purpose to install a photovoltaic system. The photovoltaic system to

be installed by a Contracting Entity shall be adjusted and customized to the available surface area in the most efficient way.

Usage and purchase agreements are concluded between the operating company and the respective customer. These stipulate that the respective customer provides a roof area or other area for the operation of a photovoltaic system and purchases the electricity generated by the photovoltaic system from the operator of the system, i.e. the executing company, at contractually agreed costs. The term of the contract is usually 20 years. Once the usage and purchase agreements have expired, the photovoltaic system becomes the property of the respective customer. During the term of the contract, the operating company is the sole operator of the photovoltaic system and is therefore responsible for the operation, maintenance and repair of the photovoltaic system.

In consideration of the installation, operation and maintenance of the photovoltaic system and the supply of electricity to the client, the Contracting Entity shall be entitled to a remuneration which depends on the electricity to be generated by the respective photovoltaic system and supplied to a client. Such remuneration shall be payable by the client to the Contracting Entity in monthly instalments, whereby an Agreement usually stipulates that over its entire term a fixed amount in EURO per kWh of generated electricity shall be charged to the client (in individual cases, the level of remuneration to be paid by clients will be fixed to, and adapted in accordance with, a price index).

In the period of the initial twelve months of the term of an Agreement, the amount of the monthly instalment of the remuneration to be paid by a client will be estimated and calculated on the basis of the installed module capacity of a photovoltaic system and on prevailing weather conditions (the minimum number of hours of daylight/sunshine) to be expected or presumed for the region in which the photovoltaic system is to be installed. Accordingly, the amount of monthly instalments is to be determined individually for each client and for each project, respectively. After the initial twelve months have expired, the remuneration which is based on an estimated output of a photovoltaic system is reconciled with the measured real electricity output of a photovoltaic system, whereby the difference between the estimated consumption and the real consumption of a client, hence any overpayment or underpayment, is to be settled between the Contracting Entity and the client. Such reconciliations and adjustments are made annually and are based on the records of the actual annual yield of the photovoltaic system. Accordingly, the revenues of a Contracting Entity are calculated on the basis of the electricity actually produced and supplied whereas the monthly instalments to be paid by a client are adjusted on a yearly basis to the output of a photovoltaic system in the respective previous year. With the last monthly installment payment, the entire photovoltaic system usually becomes the property of the client.

The business model of the Issuer and the Sun Contracting Group is therefore essentially the production and sale of electrical energy.

The services to be provided by a Contracting Entity as described above basically outline the business model of the Issuer and the Group Companies in Austria. The Sun Contracting Group offers (and intends to offer) its services in several markets (in other jurisdictions within the European Economic Area) as well, whereby the corresponding business model may depend on, and may be adjusted to, varying legal and regulatory conditions, prerequisites and constraints in the respective markets. Hence, the business model, which the Sun Contracting Group will run and offer outside of Austria may differ from the business

model it is currently conducting in Austria as far as the electricity to be generated by a photovoltaic system is not necessarily supplied to the (legal) person providing the (roof) space where a photovoltaic system is to be installed.

The business model, which the Sun Contracting Group is running in Germany currently differs from the business model being operated in Austria as far as the electricity to be generated by a photovoltaic system, which is to be installed on the roof of a building or upon any other surface area to be provided by a client (or acquired by a Contracting Entity) is not necessarily supplied to that client but may be (partly or completely) fed into the grid instead, whereby the Contracting Entity will be entitled to a remuneration from the grid operator. Nevertheless, the business model, which Sun Contracting Group has devised for Germany does include the option to provide the electricity which is generated from a photovoltaic system to the client, who has provided the space for a photovoltaic system pursuant to an electricity supply contract.

A Contracting Entity enters into a corresponding agreement ("**Use Agreements**") with a client whose roof space or surface area is to be used by the Contracting Entity for the installation of a photovoltaic system. Pursuant to such Use Agreement the Contracting Entity undertakes to pay to the client (and owner of the corresponding roof/building/surface area) a fee (payable as one-off payment or in instalments). On the basis of a Use Agreement and subject to technical feasibility (eg roof suitability with regard to – inter alia – size, the question of whether a roof is solid enough to support the weight of a photovoltaic system and the orientation and angle of a roof) the Contracting Entity is entitled to install and run a photovoltaic system (including all components, facilities and ancillary systems) on the roof space or other surface area of a client. The installation and maintenance of a photovoltaic system includes all ancillary measures that are necessary and useful (such as assembly, maintenance and repair work, EEG-compatible grid connection, remote monitoring, security, etc.) to ensure the operation of the photovoltaic system.

In order to secure the rights of use of the Contracting Entity under a Use Agreement in connection with the installation, operation and maintenance of a photovoltaic system, a client and owner of the roof space or other surface area to be used for a photovoltaic system shall undertake to have limited personal easements and reservations entered in the land register in favour of the Contracting Entity. The client shall also refrain from doing anything that could disrupt or impair the operation of the photovoltaic system. In particular, the client shall refrain from installing any obstacles or buildings or planting any trees or bushes that could cast a shadow or windbreak on the photovoltaic systems.

At the end of a term of a Use Agreement (to be agreed upon on a case-by-case basis), it may be agreed with a client that the photovoltaic system will either be dismantled or sold to the client who (in the latter case) would accordingly become the owner of the photovoltaic system. Alternatively, it may be agreed with a client that the term of the Use Agreement will be extended. In such case, the client would be entitled to receive a corresponding fee from the Contracting Entity for the use of the roof space of the building or of any other surface area of a client. On the other hand, the Contracting Entity would receive a remuneration from the grid operator for feeding the electricity which is generated by the photovoltaic system into the grid. The business activities of the Issuer and the Sun Contracting Group are subject to the relevant energy, construction and commercial law regulations, depending on the market, as well as roles requiring concessions or approvals,

where applicable. Compliance with the respective national regulatory requirements is essential for the implementation of the business model.

Deviations in the legal and regulatory framework in individual markets may result in projects not being implemented or only being implemented with considerable delays.

### 2.3. Past Issues

Issue Date	Designation	Type	Issue volume	Subscription amount (excluding premium)
29.05.2018	Partiarische Nachrangdarlehen	Subordinated loan	EUR 100,000,000.00	EUR 99,414,460.58
30.07.2018	Sun Contracting Registered Bond 2018	Registered bond	EUR 96,000,000.00	EUR 12,926,025.00
18.07.2019	Sun Contracting Registered Bond 2019	Registered bond	EUR 96,000,000.00	EUR 56,513,586.23
18.07.2019	Sun Contracting Inhaberanleihe 2019	Bearer bond	EUR 10,000,000.00	EUR 1,637,801.26
17.07.2020	Qualifizierte Nachrangdarlehen	subordinated loan	EUR 50,000,000.00	EUR 50,000,000.00
12.08.2020	Sun Contracting Registered Euro Bond 2020	Registered bond	EUR 144,000,000.00	EUR 101,747,815.25
12.08.2020	Sun Contracting Registered CHF Bond 2020	Registered bond	CHF 24,000,000.00	CHF 10,123,548.80
02.09.2020	Sun Contracting Registered Junior Bond 2020	Registered bond	EUR 48,000,000.00	EUR 3,572,159.88
23.10.2020	Sun Contracting Bearer Bond 2020	Bearer bond	EUR 10,000,000.00	EUR 2,203,000.00
01.06.2021	Sun Contracting Energy Bond 2021	Bearer bond	CHF 20,000,000.00	CHF 13,040,000.00
30.08.2022	Sun Contracting Energy Bond 2022	Bearer bond	CHF 20,000,000.00	CHF 700,000.00
26.04.2023	Sun Contracting Sale Shares 2023	Registered shares	10,000,000 units	CHF 21,759,644.20
26.04.2024	Sun Contracting Sale Shares 2024	Registered shares	9,283,169 units	CHF 21,272,760.00

### 2.4. Financial information

The following financial information is derived from the reviewed annual financial statements of the Issuer as of 31.12.2022 and 31.12.2023 and the interim financial statements of the Issuer as of 31.12.2024, which have neither been audited nor reviewed.

Balance Sheet (in EUR)	31/12/2024	31/12/2023	31/12/2022
<b>ASSETS</b>			
Fixed assets			
Intangible assets	432,692.58	873,299.77	2,274,506.30
Property, plant and equipment	124,553.50	137,614.12	174,622.23
Financial assets	57,066,304.29	52,041,304.29	52,041,304.29

<b>Total fixed assets</b>	<b>57,623,550.37</b>	<b>53,052,218.18</b>	<b>54,490,432.82</b>
Current assets			
Inventories	45,319.64	1,087,864.80	1,026,644.80
Receivables	123,209,810.68	90,316,282.89	61,504,625.08
Securities	54,890.17	54,890.17	54,890.17
Bank balances, postal cheque balances, cheques and cash holdings	2,966,246.26	1,284,766.90	442,581.91
<b>Total current assets</b>	<b>126,276,266.75</b>	<b>92,743,804.76</b>	<b>63,028,741.96</b>
Accruals and deferrals	7,725,939.43	8,187,020.27	8,621,838.03
<b>TOTAL ASSETS</b>	<b>191,625,756.55</b>	<b>153,983,043.21</b>	<b>126,141,012.81</b>
<b>LIABILITIES</b>			
Equity			
Subscribed capital	1,000,000.00	1,000,000.00	1,000,000.00
Capital reserves	90,000.00	90,000.00	90,000.00
Profit/Loss carried forward	-8,602,172.94	-375,183.12	-437,884.05
Annual profit/loss	580,439.37	-8,226,989.82	62,700.93
<b>Total equity</b>	<b>-8,092,612.31</b>	<b>-7,512,172.94</b>	<b>714,816.88</b>
Provisions	53,374.30	53,374.30	9,000.00
Liabilities	197,066,679.26	158,681,908.32	123,180,471.39
<b>Total borrowed capital</b>	<b>197,120,053.56</b>	<b>158,735,282.62</b>	<b>123,189,471.39</b>
Accruals and deferrals	2,598,315.30	2,759,933.53	2,236,724.54
<b>TOTAL LIABILITIES</b>	<b>191,625,756.55</b>	<b>153,983,043.21</b>	<b>126,141,012.81</b>

<b>Income Statement (in EUR)</b>	<b>01/01/2024 to 31/12/2024</b>	<b>01/01/2023 to 31/12/2023</b>	<b>01/01/2022 to 31/12/2022</b>
Revenue	39,780.68	439,827.60	2,551,818.89
Other operating income	222,723.60	1,188,820.59	69,553.33
Expenses for services purchased	-170,129.91	0.00	-2,910,300.54
<b>Gross Profit</b>	<b>92,374.37</b>	<b>1,628,648.19</b>	<b>-288,928.32</b>
Personnel expenses			
Wages and salaries	-31,830.06	-24,500.00	-44,646.00
Social security contributions and expenses for pension schemes and support	-21,248.00	-6,504.52	-12,754.34
<i>of which for pension schemes</i>	<i>(0.00)</i>	<i>(0.00)</i>	<i>(6,478.69)</i>
Write downs and valuation allowances			
on intangible assets and property, plant and equipment	-453,667.81	-882,297.91	-1,176,528.99
Other operating expenses	-11,859,373.02	-12,809,169.55	-3,971,499.97
Other interest and similar income	22,270,524.66	12,306,837.30	11,395,138.53
<i>of which are from affiliated     companies</i>	<i>(4,149,450.94)</i>	<i>(2,228,631.10)</i>	<i>(1,690,952.46)</i>
Interest and similar expenses	-10,575,380.34	-8,365,003.33	-5,828,977.23
<i>of which are from affiliated     companies</i>	<i>(5,312,781.50)</i>	<i>(3,369,309.93)</i>	<i>(1,100,818.40)</i>
Tax on income	-1,839.17	-75,000.00	-9,102.75
<b>Income after tax</b>	<b>-580,439.37</b>	<b>-8,226,989.82</b>	<b>62,700.93</b>
Other tax	0.00	0.00	0.00
<b>Annual profit/loss</b>	<b>-580,439.37</b>	<b>-8,226,989.82</b>	<b>62,700.93</b>

<b>Cash Flow Statement (in EUR)</b>	<b>31/12/2024</b>	<b>31/12/2023</b>	<b>31/12/2022</b>
Result of the Year (+Profit/-Loss)	-580,439.37	-8,226,989.82	62,700.93
+/- Financial Results	-11,695,144.32	-3,941,833.97	-5,566,161.30
<b>Income before Interest</b>	<b>-12,275,583.69</b>	<b>-12,168,823.79</b>	<b>-5,503,460.37</b>
+ Depreciation on fixed Assets	453,667.81	882,297.91	1,176,528.99
+/- Increase/Decrease in Provisions	0.00	44,374.30	7,260.00
+/- Decrease/Increase in Receivables and other Assets	-31,389,901.79	-28,438,060.05	-33,524,090.25
+/- Increase/Decrease in Liabilities	38,228,152.71	36,024,645.92	44,096,028.44
<b>= Cash Flow from operating Activities</b>	<b>-4,988,664.96</b>	<b>-3,655,565.71</b>	<b>6,252,266.81</b>
- Payments for Investments in Property, Plant and Equipment	0.00	0.00	-2,029,361.25
- Payment for Investments in Financial Assets	-5,025,000.00	0.00	-9,774,949.67
+ Proceeds from Disposal of Financial Assets	0.00	555,916.73	0.00

<b>= Cash Flow from investing Activities</b>	<b>-5,025,000.00</b>	<b>555,916.73</b>	<b>-11,804,310.92</b>
+ Payment by Shareholders	0.00	0.00	0.00
- Payment to Shareholders	0.00	0.00	0.00
+ Proceeds from taking up Loans	-10,575,380.34	-8,365,003.33	-5,828,977.23
- Payments for the Repayment of Loans	22,270,524.66	12,306,837.30	11,395,138.53
<b>= Cash Flow from financing Activities</b>	<b>11,695,144.32</b>	<b>3,941,833.97</b>	<b>5,566,161.30</b>
Cash and Cash Equivalents at the beginning of the Period	1,284,766.90	442,581.91	428,464.72
Cash and Equivalents at the End of the Period	2,966,246.26	1,284,766.90	442,581.91

The Issuer is dependent on continuously raising new funds in order to be able to realize its business purpose. The auditor has pointed out a significant uncertainty regarding the ability to continue as a going concern for the financial years 2022 and 2023.

With regard to the reviewed annual financial statements of the Issuer as of 31.12.2022, the statutory auditor noted that the recoverability of financial assets (shares in affiliated companies) in the amount of EUR 18,640,000.00, receivables (receivables from affiliated companies) in the amount of EUR 25,161,431.00 and receivables (trade receivables from affiliated companies) in the amount of EUR 3,170,111.00 could not be conclusively assessed on the basis of the documents available to the statutory auditor. In addition, the statutory auditor was not in a position to conclusively assess a portion of the receivables in the amount of EUR 21,570,464.00 (prepaid commissions) and a portion of the prepaid expenses in the amount of EUR 8,601,300.00 on the basis of the documents available. The statutory auditor pointed out that the Issuer had acquired treasury shares in the amount of EUR 54,890.00 and that no reserves had been recognized in this regard. He stated that, should write-downs or value adjustments become necessary on the restricted items, half of the capital loss or over-indebtedness pursuant to Art 182e and Art 182f PGR could occur, which, under Liechtenstein company law, would immediately trigger corporate law measures (e.g. restructuring, capital reduction or liquidation).

The auditor expressly points out that there are considerable doubts as to the Issuer's ability to continue its business activities without further external financing. This circumstance may have a material impact on the assessment of creditworthiness and thus on the ability to repay the Bonds. The note "**Uncertainty regarding the ability to continue as a going concern**" reads as follows:

*"Sun Contracting AG raises funds by issuing bonds. These are passed on to affiliated companies for investment in photovoltaic projects via shareholdings and loans. The projects are capital-intensive and will only be realized if Sun Contracting continues to raise the necessary funds on a revolving basis. The management's projections are based on the assumption that sufficient cash flow can be generated from the grid feed-in of the electricity generated from the photovoltaic systems (largely guaranteed by the state), from proceeds from the construction of photovoltaic projects for third parties and from the sale of existing photovoltaic systems to pay the liabilities and cover current and future financing costs. Appropriate plans have been developed and have proven to be robust to date. If the planned long-term development targets and budgets are not achieved, there is an entrepreneurial risk due to write-downs of individual assets, offsetting within the Group companies and investments at the expense of equity.*

*Entrepreneurial risk means that there may then be significant uncertainty with regarding the company's ability to continue as a going concern.*

*After the balance sheet date, the management has already taken initial measures to secure short- and medium- term liquidity and strengthen equity by selling its own shares.*

*Management also assumes that there are corresponding hidden reserves in the photovoltaic projects of the subsidiaries, although the hidden reserves were not quantified at the time the annual financial statements were prepared. The management continues to ensure that the planned results are achieved in the subsidiaries and that a medium- to long-term repayment of liabilities is guaranteed by the income from the sale of electricity and the aforementioned proceeds. The business model is tried-and-tested, proven and sustainable. Sun Contracting AG's equity base is standard for the industry. All plants are strictly contracted. Compliance with deadlines, sustainability and long-term orientation should therefore be expressly pointed out once again."*

With regard to the reviewed annual financial statements of the Issuer as of 31.12.2023, the statutory auditor noted that the recoverability of financial assets (shares in affiliated companies) in the amount of EUR 50,174,700.00, receivables (receivables from affiliated companies) in the amount of EUR 33,514,293.00 and receivables (trade receivables from affiliated companies) in the amount of EUR 3,170,111.00 could not be conclusively assessed on the basis of the documents available to the auditor. In addition, the statutory auditor was not in a position to conclusively assess a portion of the receivables in the amount of EUR 21,570,464.00 (prepaid commissions) and a portion of the prepaid expenses in the amount of EUR 8,187,020.00 on the basis of the documents available. The statutory auditor pointed out that the Issuer had acquired treasury shares in the amount of EUR 54,890.00 in 2022 and that no reserves had been recognized in this regard. He stated that the Issuer was overindebted within the meaning of Art 182f PGR and that the Board of Directors had refrained from notifying the court, as creditors of the company had declared subordination in the amount of CHF 10,000,000.00.

The note **"Uncertainty regarding the ability to continue as a going concern"** reads as follows:

*"Sun Contracting AG raises funds by issuing bonds. These are passed on to affiliated Companies for investment in photovoltaic projects via shareholdings and loans. The projects are capital-intensive and will only be realized if Sun Contracting continues to raise the necessary funds on a revolving basis. The management's projections are based on the assumption that sufficient cash flow can be generated from the grid feed-in of the electricity generated from the photovoltaic Systems (largely guaranteed by the state), from proceeds from the construction of photovoltaic projects for third parties and from the sale of existing photovoltaic Systems to pay the liabilities and cover current and future financing costs. Appropriate plans have been developed and have proven to be robust to date. If the planned long-term development targets and budgets are not achieved, there is an entrepreneurial risk due to write-downs of individual assets, offsetting within the Group Companies and Investments at the expense of equity. Entrepreneurial risk means that there may then be significant uncertainty with regarding the company's ability to continue as a going concern.*

*After the balance sheet date, the management has already taken initial measures to secure short- and medium-term liquidity and strengthen equity by selling its own shares.*

*The restructuring measures already taken will extend across all areas of the Company and will take years. In this context, please refer to the additional management report.*

*Management also assumes that there are corresponding hidden reserves in the photovoltaic projects of the subsidiaries, although the hidden reserves were not quantified at the time the annual financial statements were prepared. The management continues to ensure that the planned results are achieved in the subsidiaries and that a medium- to long-term repayment of liabilities is guaranteed by the income from the sale of electricity and the aforementioned proceeds. The business model is tried-and-tested, proven and sustainable. Sun Contracting AG's equity base is Standard for the industry. All plants are strictly contracted. Compliance with deadlines, sustainability and long-term orientation should therefore be expressly pointed out once again."*

## 2.5. Pending criminal and administrative proceedings

The Issuer had been subject to several administrative proceedings in the years 2020 as well as 2021 and 2023, during which it was requested to provide information to financial supervisory authorities.

In autumn 2024, a former associate of one of the Issuer's business partners voluntarily reported to the authorities, admitting through a self-denunciation that he had committed a series of offenses constituting aggravated fraud ("*schwerer Betrug*") which, according to his allegations, could have financially benefited the Issuer. As a result, the competent authorities have initiated investigative proceedings against this former associate of the Issuer's business partner and other persons, as well as, within the scope of corporate liability ("*Verbandsverantwortlichkeit*"), against the Issuer.

The Issuer and its business partner categorically deny the allegations made by the business partner's former associate. The Issuer is fully committed to ensuring that the facts are thoroughly and transparently clarified. To this end, the Issuer will cooperate comprehensively with the competent authorities until the conclusion of the investigation.

In a decision by the Hungarian National Bank dated 10 June 2024, a fine of HUF 400,000,000 (equivalent to approximately EUR 1,000,000) was imposed on the Issuer and the Issuer was prohibited from providing unauthorized investment services, in particular in the form of the 'placement of financial instruments without an obligation to purchase'. The Issuer does not believe it has violated any relevant legal provisions at national and EU level. The Issuer has offered the securities material to the proceedings in Hungary on the basis of securities prospectuses that had been duly approved by the competent financial market supervisory authority in Liechtenstein and duly notified to Hungary, among other countries. The wording of the Prospectus Regulation expressly prohibits any further restriction on access to the market of a Member State of the European Union, as assumed by the Hungarian National Bank. This was expressly confirmed by ESMA, the European authority supervising national financial market supervisory authorities, in response to an inquiry from the Issuer. The placement of financial instruments is expressly allowed and provided for under the Prospectus Regulation and the Issuer has closely followed any and all provisions of the Prospectus Regulation. The Issuer regards, also in light of ESMA's opinion, further national restrictions by Hungary, respectively the Hungarian National Bank as being in violation of EU law. The Issuer therefore filed a lawsuit against this decision in due time, the decision has not become legally binding and the corresponding proceedings are still pending. There is a possibility that the Issuer or the Group companies may be subject to further regulatory or legal proceedings in the future, which could result in additional financial burdens or even sales bans in individual markets.

### 3. Terms and Conditions

#### 1. Principal Amount and Denomination, Issue Price

**1.1.** This Issue of Sun Contracting AG, Landstrasse 15, FL-9496 Balzers, Principality of Liechtenstein, registered in the commercial register of the Principality of Liechtenstein under registration number FL-0002.654.161-3 (the "**Issuer**") in the aggregate principal amount of CHF 20,000,000 is divided into 20,000 bearer bonds with a fixed interest rate and a nominal value of CHF 1,000.00 each, ranking pari passu without any preference among themselves (the "**Bonds**"). Every investor who has subscribed to Bonds is entitled to the rights and obligations specified in these terms and conditions ("**Terms and Conditions**"). The Bonds may only be purchased in a minimum subscription amount of CHF 100,000.00 (equivalent to 100 units); partial deliveries or allocations below this minimum subscription amount are prohibited.

**1.2.** The initial offer price (the "**Issue Price**") is 95% of the Principal Amount, i.e. CHF 950.00 per Bond. The Bonds are transferable individually. Compliance with the minimum subscription amount must also be ensured in subsequent transactions and on the secondary market in order to maintain the prospectus exemption pursuant to Art 36 para 1 lüt c FinSA. Transactions below this threshold are prohibited and may result in the acquisition being declared null and void. Payments on subscribed Bonds are to be made for the first time on 01.09.2025 (the "**First Value Date**"). After the First Value Date, payments on subscribed bonds shall be made on the first day of each calendar month (each a "**Further Value Date**", "**Further Value Date**" and "**First Value Date**", collectively "**Value Date**"). The issuer is entitled to increase or reduce the aggregate principal amount at any time. An increase in the aggregate principal amount is only permissible if it does not adversely affect the rights of existing bondholders; in particular, the pari passu status and equal treatment of the Bonds must not be violated.

**1.3. Increased Issue Price and interest rate adjustment.** In case of any subscriptions being made by investors after the Value Date (i.e., at a Further Value Date after 01.09.2025), the Issue Price shall be increased by accrued interest, calculated on the basis of the period from (and including) 01.09.2025 to (but excluding) the respective subscription date. Accrued interest shall be calculated

- on a daily basis in case of subscriptions made in accordance with section 1.4 (iii), or
- on a monthly basis in case of subscriptions made in accordance with section 1.4 (ii).

**1.4.** Delivery of the Bonds to investors shall be made either

(i) with effect to the Issue Date provided that the corresponding Issue Price (in relation to the subscribed Bonds) has been transferred to the account which the Issuer is maintaining with the Paying Agent prior to the Issue Date; or

(ii) – if Bonds are being subscribed after the Issue Date and the subscription is being made directly with the Issuer – with effect to the ensuing first day of a month provided that the corresponding Issue Price has been paid by a subscribing investor prior to that ensuing first day of a month; or

(iii) in accordance with delivery versus payment settlement procedures if Bonds are being subscribed by an investor via the credit institution, which is maintaining a securities

account on behalf such investor, and if this credit institution is willing to settle a subscription of Bonds directly with the Paying Agent.

In case of a delivery of the Bonds in accordance with section 1.4. (i) and 1.4. (ii) the following shall apply: if the first day of a month is not a Business Day (as defined below) delivery of the Bonds shall be made on the next Business Day.

## 1.5 Price Table

Month of subscription	Date of delivery of the Bonds to the securities account of an investor	Principal Amount (the " <b>Issue Price</b> " is 95% of the Principal Amount, , i.e. <b>CHF 950.00 per Bond.</b> )	Accrued Interest (CHF)	Increased Issue Price to be paid by investors in case of a subscription after the Issue Date
September 2025	01.10.2025	CHF 1,000.00	4.52	CHF 954.52
<b>Interest Payment Date (01.10.2025)</b>				
October 2025	01.11.2025	CHF 1,000.00	4.67	CHF 954.67
November 2025	01.12.2025	CHF 1,000.00	9.19	CHF 959.19
December 2025	01.01.2026	CHF 1,000.00	13.86	CHF 963.86
<b>Interest Payment Date (01.01.2026)</b>				
January 2026	01.02.2026	CHF 1,000.00	4.67	CHF 954.67
February 2026	01.03.2026	CHF 1,000.00	8.89	CHF 958.89
March 2026	01.04.2026	CHF 1,000.00	13.56	CHF 963.56
<b>Interest Payment Date (01.04.2026)</b>				
April 2026	01.05.2026	CHF 1,000.00	4.52	CHF 954.52
May 2026	01.06.2026	CHF 1,000.00	9.19	CHF 959.19
June 2026	01.07.2026	CHF 1,000.00	13.71	CHF 963.71
<b>Interest Payment Date (01.07.2026)</b>				
July 2026	01.08.2026	CHF 1,000.00	4.67	CHF 954.67

## 2. Clearing System

**2.1.** The Bonds are securitised in the form of book-entry securities; the claim to interest payments from the Bonds is securitised by the book-entry securities. The book-entry securities are certified by the paying agent in accordance with clause 7 of the Terms and Conditions of the Bonds. The book-entry securities are considered uncertificated securities within the meaning of the Swiss Federal Act on Book-Entry Securities (*Bucheffektengesetz*). No individual Bonds or interest coupons will be issued.

**2.2. Clearing System.** The book-entry securities are held in custody by or on behalf of SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland (the "**Clearing System**") until all of the Issuer's obligations under the Bonds have been fulfilled.

**2.3. Holder of Bonds.** The holders of Bonds (the "**Bondholders**") hold proportionate co-ownership interests in the book-entry securities, which are transferable exclusively pursuant to the terms and conditions of the Clearing System.

**2.4. ISIN.** The ISIN Code (International Securities Identification Number or ISIN) is CH1481470081.

## 3. Costs

**3.1** If the Bonds are placed in full at the aggregate principal amount, the costs are expected to amount to 14%, which will not be available to the Issuer for investment activities. This includes the costs of designing, developing and structuring this placement, preparing this

memorandum, contract administration and maintenance, marketing and public relations, as well as distribution costs. The costs stated do not include individual acquisition or transaction costs incurred by investors. However, in the absence of a premium, investors are entitled to a return based on the nominal amount of CHF 1,000.00.

#### **4. Status**

**4.1.** The Bonds constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer, ranking pari passu without any preference among themselves and at least pari passu with all other unsubordinated and unsecured obligations of the Issuer, present or future, save for any exception under applicable mandatory law.

**4.2.** The Bonds do not confer any shareholders' rights with respect to the Issuer to Bondholders. In particular, the Bondholders will not be entitled to a share in any liquidation proceeds of the Issuer as a result of any holding of Bonds.

#### **5. Term, Maturity Date**

**4.1.** The term of the Bonds commences on 01.09.2025 (inclusive) and ends on 31.08.2030 (inclusive). Thus, the Bonds have a term of 5 (five) years and are due for repayment on 01.09.2030 ("**Maturity Date**"). Early termination or redemption is only possible under the circumstances expressly provided for in these terms and conditions.

#### **6. Interest**

**6.1.** Each Bond shall bear interest on its then outstanding Principal Amount at a fixed rate of 5.50 % per annum as from and including 01.09.2025 (the "**Interest Commencement Date**") to and including 31.08.2025 ("**Interest Term**"). Interest is payable quarterly in arrears on 1 January, 1 April, 1 July and 1 October of each calendar year until maturity, commencing on 01.10.2025 (each an "**Interest Payment Date**").

**6.2. Calculation of Interest.** Each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and thereafter from and including each Interest Payment Date to but excluding the next following Interest Payment Date is an interest period (the "**Interest Period**"). Interest shall be calculated on the basis of actual/actual in accordance with ICMA rules. Where interest is to be calculated in respect of a period which is shorter than an Interest Period (as defined in clause 6.3), interest will be calculated on the basis of the actual number of calendar days elapsed in the relevant period, from the first date in the relevant period to the last date of the relevant period, divided by the actual number of calendar days in the Interest Period in which the relevant period falls (including the first such day of the relevant Interest Period and the last day of the relevant Interest Period). This also applies to bondholders who pay for subscribed bonds on a Further Value Date if the Bonds are issued after the First Value Date.

**6.3.** The Issuer undertakes to pay, as and when due, principal (the capital amount of the debt under the Bonds, excluding any interest, "**Principal**") and interest as well as all other amounts payable on the Bonds in Swiss Francs (CHF). Such payments of Principal and interest on the Bonds shall, subject to applicable tax and other laws and regulations, be made to the Paying Agent for on-payment to the Clearing System or to its order for credit to the respective Bondholders upon presentation and (in the case of the payment in respect of Principal) surrender of the Global Note to the Paying Agent. Payments to the Clearing

System or to its order shall, to the extent of amounts so paid, constitute the discharge of the Issuer from its corresponding obligations under the Bonds.

**6.4. Due Date not a Business Day.** If an Interest Payment Date or any other payment date arising in connection with the Bonds falls on a day which is not a Business Day (as defined below), the Bondholders shall be entitled to receive Principal and interest on the following Business Day. Bondholders shall have no right to claim payment of interest or other indemnity in respect of such delay in payment.

For these purposes, "**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in Germany and on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (TARGET2) are operational to effect payments.

## **7. Redemption of principal**

**7.1. Redemption at maturity.** Unless previously redeemed in whole or in part or purchased and terminated, the Bonds will be redeemed at their Principal Amounts together with unpaid interest on 01.09.2030 (the "**Maturity Date**") to the extent they have not previously been redeemed or purchased and terminated. Repayment shall be made exclusively in Swiss Francs to the bondholders entitled under the clearing system.

**7.2** The Issuer shall be released from its payment obligation by making payments on the Bonds to the persons to whom the respective bondholder has given instructions. A payment on the Bonds shall be deemed to have been made on time if it is received in the bank account of the respective authorised recipient. The Issuer shall not be liable for delays attributable to the clearing system or intermediary credit institutions.

**7.3. Late Payment.** If the Issuer for any reason fails to redeem the Bonds when due, interest at an interest rate of 5.50 % per annum shall continue to accrue on the outstanding Principal Amount from the due date to (but excluding) the date of actual redemption of the Bonds. The assertion of further statutory default interest or claims for damages remains unaffected insofar as these are mandatory.

**7.4. Repurchase.** The Issuer may at any time purchase Bonds in the secondary market or otherwise and at any price. Bonds so acquired may be cancelled, held or resold. Such a repurchase does not constitute an offer to other bondholders and does not give rise to any obligation to repurchase further Bonds.

## **8. Paying Agent**

**8.1.** Baader Bank Aktiengesellschaft, 85716 Unterschleißheim, Weißenstephaner Straße 4, Germany shall be the paying agent with respect to the Bonds (the "**Paying Agent**").

**8.2. Status.** The Paying Agent acts solely as agent of the Issuer and does not assume any obligations towards or relationship of contract, agency or trust for or with any of the Bondholders.

**8.3. Variation or Termination of Appointment.** The Issuer reserves the right at any time to vary or terminate the appointment of the Paying Agent and to appoint successor or additional paying agents. Notice of any change in the paying agents or in the specified office of the Paying Agent will promptly be given to the Bondholders pursuant to clause 16.

**8.4.** The Issuer will procure that there will at all times be a paying agent with respect to the Bonds.

## **9. Taxes**

**9.1.** All amounts payable on the Bonds shall not be subject to any withholding or deduction of any present or future taxes, duties, charges or costs of any kind imposed, collected, retained or assessed by or in the Principality of Liechtenstein or any of its local bodies or authorities having the power to impose taxes ("**Taxes**"), unless such withholding or deduction is required by mandatory law. In such event, except as provided for in clause 9.2., the Issuer shall pay additional amounts (the "**Additional Amounts**") such that the net amounts to be received by the Bondholders after withholding or deduction of the Taxes are equal to the amounts which they would have received without withholding or deduction.

**9.2. No obligation to pay Additional Amounts.** The obligation to pay Additional Amounts in accordance with clause 8.1. shall not apply for such taxes, fees and duties which are payable other than by withholding or deduction at source on payments of Principal or interest on the Bonds; or

(a) are withheld or deducted because a Bondholder (or a third party on behalf of a Bondholder) (i) has a tax related connection with the Principality of Liechtenstein or had such a connection at the time of purchase of the Bonds other than the mere fact that he/she/it is a holder of Bonds or was a holder of Bonds at the time of purchase of the Bonds or (ii) receives a payment of Principal or interest on the Bonds from or involving an Austrian paying agent or a securities custodian (as respectively being defined in sec 95 of the Austrian Income Tax Act 1988 as amended (*Einkommenssteuergesetz*) or any successor provision or any comparable provision thereto); any capital gains tax (such as the Austrian capital gains tax) does not constitute tax for which the Issuer is obligated to pay Additional Amounts, irrespective of whether levied on interest payments or capital gains; or

(b) are withheld or deducted by a paying agent provided that such payment could have been made by another paying agent without withholding or deduction; or

(c) are deducted or withheld after payment by the Issuer in connection with the transfer to the Bondholder (or to a third party on behalf of the Bondholder); or

(d) would not have to be withheld or deducted if the Bondholder (or a third party on behalf of the Bondholder) had asserted his entitlement to payment of interest in due form within 30 days after the respective due date; or

(e) are reimbursable at source pursuant to the laws of the Principality of Liechtenstein, an EU directive or EU regulation or an international treaty or informal treaty to which the Principality of Liechtenstein and/or the European Union is/are a party; or

(f) are withheld or deducted due to a change of law, such change becoming effective later than 30 days (i) after the due date of the respective payment, or (ii) in case such payment is made later, after duly provision of all due amounts and a respective notice in accordance with clause 14 of the Terms and Conditions; or

(g) are withheld or deducted pursuant to an act which contains regulations that are comparable with, or similar to, the regulations of the Directive on taxation of savings

income in the form of interest payments adopted by the Council of the European Union on 03/06/2003 (Council Directive 2003/48/EC) or are withheld or deducted pursuant to the Directive as regards mandatory automatic exchange of information in the field of taxation (Directive 2014/107/EU) or any other European Union taxation of interest income implementing the decisions of the ECOFIN assemblies, or by laws, regulations and administrative provisions adopted in the implementation of these directives; or

(h) would not have to be withheld or deducted if the Bondholder (or a third party on behalf of the Bondholder) could have obtained tax exemption or a tax restitution or a tax refund in a reasonable way; or

(i) are withheld or deducted due to a combination of events provided for in (a) to (i);

(j) insofar as the obligation to pay additional amounts is excluded by mandatory provisions of applicable tax law.

## **10. Termination in a Tax Event**

**10.1.** If (i) any amendment to, or change in, the laws (or any rules or regulations thereunder) of the Principality of Liechtenstein or any political subdivision or any taxing authority thereof or therein, or (ii) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination), or (iii) any generally applicable official interpretation or pronouncement that provides for a position with respect to such laws or regulations that differs from the previous generally accepted position is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date of the Bonds (any event described herein under (i), (ii) or (iii) shall hereinafter be referred to as a "**Tax Event**") and **as a consequence taxes, fees or other charges are imposed on any payments to be made by the Issuer with respect to Principal or interest on these Bonds by way of withholding or deduction at the source**, the Issuer may, at its option, redeem all, but not some only, of the Bonds then outstanding at 100 per cent. of their Principal Amount together with any accrued and unpaid interest subject to a notice period of at least 30 days in accordance with clause 16 of the Terms and Conditions.

**10.2.** An early termination in accordance with clause 10.1. is not feasible (i) if made by the Issuer 90 days prior to the commencement date of a Tax Event as described in clause 10.1., or (ii) if at the time at which the termination is effected, the obligation to pay or to deduct or withhold Additional Amounts has ceased to be in force.

**10.3.** A notice with respect to a termination for Tax Event pursuant to clause 10.1. shall be published in accordance with clause 16 of these Terms and Conditions.

## **11. Termination of the Bonds**

### **11.1 Termination without good cause**

**11.1.1** Neither the Issuer nor Bondholders are entitled to a termination save for a termination in an event of default and – with respect to the Issuer – in accordance with clause 9 (in a Tax Event).

## **11.2 Termination in the event of default (good cause)**

### **11.2.1 Bondholders**

Bondholders shall be entitled to declare their then outstanding Bonds to be immediately due and repayable and to demand their immediate redemption at the Principal Amount together with accrued and unpaid interest up to the date of repayment in the event of default ("**Default Event**").

A Default Event has the following meaning, including not limited to the case when:

- (a) the Issuer fails to pay any Principal or interest or any other amounts due pursuant to these Terms and Conditions on any of the Bonds when due and such failure continues for a period of 7 Business Days (as defined in clause 6.4.) after the relevant due date; or
- (b) the Issuer violates any other obligation arising out of or in connection with the Bonds or the Terms and Conditions and the breach persists for more than 30 days from receipt of a written request;
- (c) insolvency proceedings are initiated against the Issuer and, if the motion has been made by a third party, such motion is not withdrawn within 60 days or rejected for any other reason than lack of assets which are necessary to cover the costs of the insolvency proceedings (or the equivalent in another jurisdiction);
- (d) a decision is passed or a measure under company law is taken to liquidate, dissolve or reorganise the Issuer, or if the Issuer ceases or threatens to cease all or a substantial part of its business activities, or if a liquidator, administrator or similar person is appointed for the Issuer or for all or a substantial part of its income and assets.

### **11.2.2 Issuer**

The Issuer is entitled to effect the termination of the Bonds in the event of default. The Issuer is entitled to effect the termination of the Bonds vis-à-vis a bondholder if, despite a reminder and the setting of a grace period of two weeks, the bondholder is more than two months in arrears with payments to the Issuer on the respective due date in accordance with these Terms and Conditions.

**11.3.** The right of termination and to declare the Bonds due shall lapse if the event of default has been cured before the right is validly exercised or if the circumstance justifying the right of termination has ceased prior to exercise of the right of termination.

**11.4.** Any termination notice by Bondholders in accordance with this clause 11 shall be made by means of a written notice in German or in English delivered by hand or registered mail to the Issuer, stating the corresponding number of Bonds held by the bondholder giving notice of termination. A terminating Bondholder shall be obligated to cite the reason for the termination. In the event of termination by the Issuer in accordance with clause 11.2.2, the Issuer shall terminate the agreement by registered letter to the respective defaulting bondholder.

**11.5.** If the Issuer terminates the Bonds pursuant to clause 10 ("**Termination in a Tax Event**") or clause 11.1, such termination shall be effective with respect to all outstanding Bonds. If a Bondholder terminates the Bonds pursuant to clause 11.2.2, such termination

shall be effective solely with respect to the Bonds which are being held by the respective defaulting Bondholder at the time of termination. If a bondholder terminates the Bonds, such termination shall only be effective in respect of the Bonds held by the respective terminating bondholder at the time of termination; the Bonds of other bondholders shall remain unaffected by such termination.

**11.6.** In case of a termination of the Bonds in accordance with clauses 9 and 10, the Issuer shall redeem the Bonds at the Principal Amount plus accrued and unpaid interests within 10 Business Days.

**11.7.** The Issuer is entitled, but not obliged, at its sole discretion to accept terminations from bondholders prior to the Maturity Date (outside of a Default Event) and to repay the relevant Bonds plus interest accrued up to the redemption date. Such acceptance shall be made exclusively in writing and shall not constitute a precedent for other terminations.

## **12. Early redemption date in the event of termination**

**12.1** In the event of termination of the Bonds in accordance with clauses 10 and 11, the Issuer shall redeem the bonds at their nominal value plus accrued and unpaid interest ("**Early Redemption Amount**") within ten business days of the termination taking effect at the latest. Repayment shall be made exclusively by bank transfer to the bondholder's account registered in the clearing system.

**12.2** Bonds that are redeemed or for which termination rights are exercised shall be cancelled and may not be reissued or resold. The Issuer shall document the cancellation in the clearing system and provide evidence of this to the bondholders upon request.

## **13. Limitation**

**13.1** Claims with regard to the payments of interest lapse after three years from the Maturity Date or the early redemption date (whichever occurs first); claims regarding the payment of Principal shall lapse after thirty years from the Maturity Date or the early redemption date (whichever occurs first).

## **14. Stock market listing**

The Issuer intends to apply for listing of the Bonds on the following market: The Free Market of the Munich Stock Exchange. There is no obligation to maintain the listing, and the Issuer accepts no liability for the admission or continuation of trading.

## **15. Issuance of additional Bonds, purchase of bonds**

**15.1** In addition to the issuance of any further bonds which do not form a single series with the Bonds, the Issuer shall be entitled at any time without the consent of the Bondholders to issue further bonds with substantially similar features (except for the Issue Date, the beginning of the interest and/or the Issue Price) in such a way that they form a single bond with the Bonds. In this case, the total Principal Amount of the Bond shall increase by the principal amount of the newly issued bonds and the newly issued bonds shall fall under the term "**Bonds**". There is neither an obligation of the Issuer to issue these further series, nor a claim of Bondholders to purchase Bonds from such series. The Issuer is free to issue further bonds or any other financial instruments. However, the Issuer

undertakes to treat bondholders equally in the case of bonds of the same type within the same series.

## **16. Notices**

**16.1. Notice via the Clearing System.** Notices to Bondholders may (subject to applicable rules and requirements), so long as a Global Note representing the Bonds is held on behalf of the Clearing System, be given in lieu of publication pursuant to clause 14.2. by delivery of the relevant notice to the Clearing System for communication to the Bondholders.

**16.2.** All notices to the Bondholders relating to the Bonds may be published in the Liechtensteiner Vaterland or, if in the reasonable discretion of the Issuer such publication in the Liechtensteiner Vaterland is not feasible, shall be published on the Issuer's website. Any such notice will be deemed to be effective on the day of publication, and in the case of publication on the Issuer's website, on the 5th (fifth) calendar day after such publication. Individual notification of Bondholders shall not be required (except in the event of termination by the Issuer in accordance with clause 11.2.2). Notifications shall be deemed to have been duly made if they have been demonstrably transmitted or published in accordance with this clause.

## **17. Applicable law, place of performance and place of jurisdiction**

**17.1.** These Terms and Conditions, the Bonds and any non-contractual obligations arising out of or in connection with the Bonds and/or these Terms and Conditions, shall be governed by, and construed in accordance with, Austrian law, without regard to conflict of law provisions and to the provisions of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention).

**17.2.** Save for clause 17.3., the competent courts of Vienna Inner City (Wien Innere Stadt), Austria, are to have jurisdiction to hear, determine and to settle any disputes which may arise out of or in connection with the Bonds and/or these Terms and Conditions (including any disputes involving non-contractual obligations arising out of or in connection with the Bonds and/or these Terms and Conditions).

**17.3.** Any disputes involving a consumer (as defined in Art 2 para 1 of Directive 2011/83/EU) and the Issuer arising out of or in connection with the Bonds and/or these Terms and Conditions (including any disputes involving non-contractual obligations arising out of or in connection with the Bonds and/or these Terms and Conditions) shall be heard, determined and settled, at the choice of the consumer, by the competent court at the domicile of the consumer or at the domicile of the Issuer.

## **18. Use of proceeds**

**18.1** The net proceeds from the offering of the Bonds (after deduction of the costs incurred in connection with the offering in accordance with clause 3) will be used to further pursue the Issuer's general corporate purpose, i.e. the generation and distribution of solar energy. The reason for the offering of Bonds described in this memorandum is therefore to provide liquidity for the Issuer, which will use the proceeds from the offering of Bonds to implement further projects in the field of photovoltaic contracting.

#### 4. Risk factors

In addition to all other information contained in this Memorandum, prospective investors should consider and carefully weigh the following risk factors in particular before deciding to subscribe for Bonds of the Issuer. Each of the risk factors discussed in this section may have a material adverse effect on the Issuer's business, results of operations and financial condition and prospects, which in turn may have a material adverse effect on the Bonds, resulting in a partial or total loss of principal and interest to Bondholders.

In addition, unfavorable circumstances may arise due to a combination of risk factors or circumstances may materialize due to risks that are not yet known. Several risks associated with the subscription of bonds may materialize simultaneously. Adverse consequences resulting from concentrations or interactions of similar or different risk factors described in this memorandum could lead to a mutual amplification of their respective negative effects (concentration risk). This may result in the effects of the individual risks on interested investors being amplified. In particular, the occurrence of negative economic circumstances of a general nature, such as those caused by a global economic and financial crisis, sovereign debt crisis or pandemic, can lead to an accumulation and amplification of individual risks. The existence of personal circumstances on the part of the interested investor, of which the issuer may have no knowledge, may also result in a risk developing a higher hazard potential than presented.

Should any of the matters or currently unknown risks described in one or more of the risk factors materialize, the actual results of the Issuer may be materially lower than expected. The occurrence of one or more of the risk factors and risk warnings contained in this part of the Memorandum or elsewhere in the Memorandum may, individually or in combination with other circumstances, have a material adverse effect on the Issuer's business and may have a material adverse effect on its net assets, financial condition and results of operations. A complete loss of the invested capital as well as interest is also possible.

The risk of total loss is understood to mean the risk that the capital invested by the Bondholder as well as the accumulated interest cannot be repaid by the Issuer. Furthermore, bondholders may suffer additional financial disadvantages due to their personal financial circumstances, for example in the event of costs associated with external financing of the Bonds or due to the individual tax situation of a bondholder.

Other risks and uncertainties not currently known to the Issuer could adversely affect the Issuer's business and have a material adverse effect on its net assets, financial position and results of operations. Interested investors should therefore note that the risks described below do not include all risks affecting the Issuer. In this section, the Issuer describes only the most significant risks that it currently recognizes and considers to be material in connection with the Issuer's business, results of operations and financial condition and its future prospects. Additional risks not currently identifiable by the Issuer or not considered material by the Issuer may exist and each of these risks may have the effects described above.

The information contained in this Memorandum and the following risk factors cannot replace professional advice. This Memorandum is not a personal recommendation. Whether the subscription of bonds by interested investors is suitable depends, among other things, on their financial circumstances, the corresponding "**risk appetite**" (risk tolerance), knowledge and experience as well as their investment objectives. Every investment in investments or securities is subject to certain risks, for example in relation to the market

environment, the issuer or the investments and securities offered; for example, unforeseeable events may result in the total loss of the entire capital invested, including interest.

Before making a decision to subscribe for Bonds of the Issuer, an interested investor should therefore carry out an individual analysis, in particular an individual financial, legal and tax analysis (or have it carried out by a licensed investment service provider), because the assessment of the suitability and appropriateness of a subscription for Bonds for the interested investor depends on his individual financial and asset situation as well as on his knowledge and experience with investments and financial instruments (such as the Bonds), his "**risk appetite**" (risk tolerance) and the special terms and conditions of the Bonds.

If the interested investor lacks experience in financial and investment matters and is unable to make an appropriate decision, the interested investor should seek professional advice from a financial, legal and tax advisor, a credit institution and/or a licensed investment service provider before making a decision regarding the suitability of subscribing for Bonds.

The most significant actual and legal risks of the Bonds from the Issuer's point of view are presented below. The following risk factors are the most significant risk factors, but do not claim to be exhaustive. The selected order of the risk factors does not contain any statement about the probability of occurrence or the extent or significance of the individual risks.

Before addressing in detail the key risks relating to the Issuer, its business model and the Bonds, reference must first be made to the negative financial situation of the Issuer and the Sun Contracting Group as a whole, in order to provide potential investors with a coherent and transparent picture of the Group as of the date of this memorandum.

Against the backdrop of the rapid and significant growth of the Sun Contracting Group, a number of errors and omissions occurred on the part of the management which – together with certain unfavourable and unforeseen market developments – are responsible for the poor financial condition of the Issuer. These include:

- (i) Insufficient focus on administrative functions;
- (ii) Inaccurate advice from external consultants as a basis for business decisions;
- (iii) Poor selection of executive staff in the geographically decentralised group companies and frequent replacement of such staff;
- (iv) The proof of the value of investments in foreign subsidiaries could not be provided;
- (v) Preservation of inflexible corporate structures despite rapid growth;
- (vi) Maintenance of a disproportionately large workforce; and
- (viii) Excessive administrative expenses.

In this context, there is a particular risk that the restructuring and reorganization measures within the Sun Contracting Group may fail or require significantly more time and effort than expected to achieve a positive financial turnaround. If, due to the numerous internal and external risk factors, the restructuring and reorganization measures do not take effect

in a timely manner, insolvency-related proceedings involving the Issuer and/or other group companies may become necessary as a consequence.

#### 4.1. Risks related to the Issuer

##### 4.1.1. *Material Financial Risks Related to Negative Equity and Non-Verifiable Assets*

As of 31.12.2024, the Issuer as the key entity within the Sun Contracting Group, reports negative equity (EUR -8.1 million), indicating that its total liabilities exceeds its total assets. This financial situation constitutes a material risk to the Issuer's solvency and may adversely affect its ability to meet its obligations under the Bonds. In addition, the statutory auditor of the Issuer's financial statements noted, as of 31.12.2023, a material uncertainty regarding the Issuer's ability to continue as a going concern. The auditor stated that the recoverability of financial assets (shares in affiliated companies) amounting to EUR 50.2 million, receivables (receivables from affiliated companies) amounting to EUR 33.5 million and receivables (delivery receivables from affiliated companies) amounting to EUR 3.2 million could not be conclusively assessed on the basis of the documents available to him. In addition, the auditor was unable to conclusively assess part of the receivables amounting to EUR 21.6 million (prepaid commissions) and part of the prepaid expenses amounting to EUR 8.2 million on the basis of the available documents. He stated that the issuer was overindebted within the meaning of Art. 182f PGR and that the board of directors had refrained from notifying the court because creditors of the company had declared a subordination in the amount of CHF 10,000,000.00. In addition, the annual financial statements were only subject to a review and no audit opinion was issued.

##### 4.1.2. *Indebtedness*

The Issuer is the most essential company in the Sun Contracting Group. According to its interim financial statements as of 31.12.2024, the total liabilities of the Issuer amount to EUR 191,625,756.55, total borrowed capital amounts to EUR 197,120,053.56, whereas its total equity amounts to EUR -8,092,612.31. Its financial gearing, its debt-to-equity ratio, is very high and the Issuer is more sensitive to changes in operating profit. The Issuer has neither entered, nor agreed to enter, into restrictive covenants with regard to the issue of the Bonds as far as its ability is concerned to incur additional indebtedness or to obtain guarantees ranking pari passu or senior to the obligations under the Bonds. Any additional indebtedness may significantly increase the likelihood of a delay of, or default in, payments of interests or principal under the Bonds and/or may reduce the amount recoverable by Bondholders in the event of insolvency or liquidation of the Issuer.

##### 4.1.3. *Risk of Legal and Administrative Proceedings*

The Issuer and its Group Companies are exposed to the risk of legal disputes and regulatory proceedings, which may lead to financial losses, reputational damage, and other adverse effects. Currently, a fine of approximately EUR 1 million imposed by the Hungarian National Bank for alleged unauthorized investment services is being legally contested by the Issuer. In addition, the Austrian Central Public Prosecutor's Office for Combating Economic Crime and Corruption (Wirtschafts- und Korruptionsstaatsanwaltschaft – WKStA) has initiated a preliminary investigation against the Issuer, the key entity within the Sun Contracting Group, for suspected aggravated fraud (see page 18 of the Memorandum) Both proceedings are ongoing, and their outcomes are uncertain.

#### *4.1.4. Difficulty in analysing annual financial statements*

As the recoverability of various receivables and financial assets cannot be conclusively assessed, there is a risk that the Issuer's actual assets may deviate from the carrying amounts and that material impairment losses may be recognized in the future. These are likely to reduce the Issuer's equity and ultimately lead to insolvency.

#### *4.1.5. No restriction to incur additional indebtedness*

The Issuer has neither entered, nor agreed to enter, into any restrictive covenants whatsoever in connection with the issue of the Bonds, which are covered by this Memorandum, as far as its ability is concerned to incur additional indebtedness or to obtain guarantees ranking pari passu or senior to the obligations under or in connection with the Bonds. The Issuer is not restricted from issuing further debt instruments. The issuer may also borrow from credit institutions and is not restricted to resort to loan financing from any other third party lender at any time.

Bondholders are also subject to the risk that the Issuer may have concluded or may still enter into any funding arrangements, which may contain provisions that are more favourable for the creditors and contracting partners of such funding arrangements than the provisions which are stipulated in the Terms and Conditions of the Bonds. Such provisions may include inter alia shorter terms or more favourable early termination rights or higher interest rates or similar provisions.

Further borrowing or debt financing by the Issuer may have an adverse effect on the Issuer's ability to honour its payment obligations under the Bonds and may reduce the funds from which the Bonds will be redeemed and as a consequence may reduce the market value or trading price of the Bonds.

The incurrence of any such additional indebtedness or obtaining any guarantees may significantly increase the likelihood of a delay or default of interest payments under the Bonds and/or may reduce the amounts recoverable by Bondholders in the event of insolvency or liquidation of the Issuer. The share capital of the Issuer amounts to CHF 1,000,000.00 and is currently negative. In case of a successful offer of the Bonds and in the event of any further debt capital raised by the Issuer, the Issuer's leverage will increase to a large extent, depending on the issue volume to be placed with investors. In the absence of contractual negative covenants (negative pledge), investors are not protected against a subsequent deterioration in creditor ranking.

#### *4.1.6. Credit Risk*

Any investor who subscribes to the Issuer's Bonds is dependent on the creditworthiness and credit rating of the Issuer and has no rights vis-à-vis other persons. Bondholders are subject to the risk of partial or complete default of the Issuer's interest payment and/or redemption payment obligations under the Bonds. The occurrence of credit risk (e.g. due to the realisation of one of the risks listed here) may result in the Issuer failing to make interest or principal payments on the Bonds. In the event of insolvency, the claims of Bondholders are unsecured and are treated on an equal footing with other unsecured liabilities.

#### 4.1.7. *Impairment Risk*

Changes in the energy and photovoltaics market, the economic environment, the cost of capital and other assumptions for calculation (e.g. remaining useful economic life) can lead to a decrease of the value of the Issuer's and the Group Companies' assets (impairment losses). Any negative changes of the calculation parameters could result in material adverse effects on the net assets, financial position and/or results of operations of the Issuer and on the Issuer's ability to fulfil its obligations under the Bonds.

#### 4.1.8. *Geopolitical Risk*

Since 2022, world events have been characterized by a series of armed conflicts in Eastern Europe and the Middle East (e.g. Russian-Ukrainian war, Israeli-Palestinian war, American-Iranian war).

As a result of these ongoing conflicts, inflation rates surged across the Eurozone in 2022 and early 2023, contributing to a recession in early 2023. Inflation has increased operational costs, including those for raw materials, transportation, labor, and other services, potentially forcing the Issuer and the Group Companies to raise their prices. This combination of higher product prices and reduced consumer purchasing power could lower demand for photovoltaic systems and impact the Issuer's and the Group Companies' turnover.

The indirect consequences of the conflicts have included labor shortages, decreased availability of construction materials, increased fuel prices, rising interest rates, and the risk of prolonged stagflation, which could further hinder economic activity. Furthermore, if international investors view the Central and Eastern European region as increasingly volatile, they may withdraw investments, which would exacerbate economic challenges in this region and potentially in Western Europe as well. Lastly, the conflicts may disrupt trade routes and travel, particularly impacting countries that support Israel, either directly or indirectly.

In addition to the macroeconomic and operational consequences described above, geopolitical conflicts have also led to increased volatility in global financial markets. Events such as trade tensions between major economies (e.g. the United States and China) and armed conflicts like the Russo-Ukrainian War and the conflict in the Near East contribute to market uncertainty. These developments have resulted in abrupt fluctuations in asset prices, rising risk premiums, and increased uncertainty among investors.

Such volatility may adversely affect capital markets in which the Issuer and Group Companies operate or seek financing. It can lead to unfavorable financing conditions, deteriorated investor sentiment, and lower liquidity. These conditions could in turn impact the market value of the Bonds and the ability of the Issuer to raise capital or refinance existing liabilities under acceptable terms. Moreover, prolonged or recurring volatility may increase counterparty risks, disrupt supply chains, and reduce investment activity, all of which may adversely affect the net assets, financial position and results of operations of the Issuer and the Group Companies.

#### 4.1.9. *Reliance on key personnel*

The decisions of the Executive Board of the Issuer and the Group Companies are largely dependent on Andreas Pachinger and Markus Urmann and have a material influence on the

success of the Issuer and the Group Companies. The loss as an employee or the death of Andreas Pachinger, Markus Urmann or, if applicable, of several members of the Executive Board may have an adverse effect on the net assets, financial position and results of operations of the Group Companies and the Issuer and thus also on the possibility of payment of interest and repayment of the Bonds, in particular if an at least equivalent substitute cannot be obtained immediately.

The success of the Issuer will depend to a significant extent on key personnel with many years of experience in the business areas of the Issuer or the Group Companies. The ability to take on qualified employees, integrate them into a company and retain them in the long term will be of great importance to the Group Companies and the Issuer.

Difficulties in attracting and retaining employees may have a negative impact on the successful development of the Group Companies' and the Issuer's business and may have an adverse effect on the net assets, financial position and results of operations of the Group Companies and the Issuer.

#### 4.1.10. *IT-risks*

The Issuer is exposed to IT-risks relating to the security, confidentiality and availability of data and electronic systems. Errors or technical defects may impair business operations and have adverse effects on the Issuer's net assets, financial position and results of operations.

#### 4.1.11. *Conflicts of interest*

The Issuer as well as the group companies are under the controlling influence of Andreas Pachinger, who is the majority shareholder of the Issuer. A decision made by Andreas Pachinger in favour of the Issuer or one of the Group Companies can have a negative impact on other Group Companies or the Issuer. This may have an adverse effect on the net assets, financial position and results of operations of the Issuer.

### 4.2. Risks related to the Issuer's business

#### 4.2.1. *Reliance on energy production from photovoltaic systems*

In particular, there is an increased susceptibility to fluctuations in yield due to weather conditions, such as low solar radiation. Technical faults, breakdowns or inefficient systems can also have a significant impact on electricity generation and therefore the companies' income, as can changes to the legal framework or subsidy regulations, such as feed-in tariffs. There is also a risk that rising operating costs or falling electricity prices could reduce the profitability of the plants.

#### 4.2.2. *Competitive pressure*

As a market participant that only entered the market and the corresponding competition in 2017, the Issuer has significant disadvantages compared to experienced, better-known and already established and market-proven competitors.

It is also conceivable that, due to the "**Energy Transition**" (i.e. the trend towards increased use of renewable energies in energy production), which brings both opportunities and risks, various providers will increasingly enter the photovoltaic market, which could

lead to a more competitive market situation, higher competitive pressure and, accordingly, higher cost pressure. The Issuer's competitive risk relates in particular to the acquisition of customers. An intensification of competition with other providers could have a negative impact on the Issuer's business activities and its net assets, financial position and results of operations.

In order to remain competitive, the companies may be forced to spend more on innovation, marketing or quality assurance, which would otherwise have gone towards the further development of the business model. Failure to position themselves successfully against the competition could result in a loss of market share, which could lead to falling prices and profit margins.

#### *4.2.3. Relatively young company*

As a relatively young company, the Issuer lacks long-term experience, particularly in dealing with authorities, customers and utilities.

This can result in operational and administrative challenges that can only be overcome to a limited extent and in delays, contractual problems or regulatory violations that can have a negative impact on business operations. A lack of established business relationships and routines can also impair the efficiency and reliability of processes within the Group. In addition, there are increased risks in project implementation, as the Issuer is still in a growth and consolidation phase and setbacks in this phase can have a disproportionate impact.

#### *4.2.4. Calculation-, planning- and financing risk*

The Issuer and the Group companies are subject to calculation, planning and financing risks in connection with the development and installation of photovoltaic systems as well as risks in connection with the model of roof-based photovoltaic systems per se.

In this context, cost overruns, project delays or even the failure of individual projects may occur. **Unforeseen changes in building regulations, approval processes or grid connection conditions can lead to additional costs and delays.** In particular, incorrectly estimated construction, material or approval costs can significantly impair the profitability of the systems. If there are delays in installation, the start of electricity production and thus the expected revenue flow is also delayed.

#### *4.2.5. Reliance on third-party providers*

The Issuer and the Group companies are dependent on third-party providers for the installation and maintenance of photovoltaic systems.

One of the main effects of this is that there is a dependency risk in relation to the reliability, availability and quality of external service providers, which can manifest itself in project delays, higher costs or lower energy production, but also delivery difficulties, personnel bottlenecks or financial problems with third-party providers.

#### *4.2.6. Operational risk*

The Issuer and the Group companies are subject to risks in connection with the operation of photovoltaic systems.

In particular, there is a risk of technical failures, increased maintenance costs and a limited service life of systems. Inadequate maintenance or unforeseen repairs can lead to longer downtimes and financial losses.

#### *4.2.7. Incorrect valuation risk*

The Issuer is subject to the risk of incorrect valuation of acquisitions.

This can lead to the Issuer's assets being overvalued, investors making incorrect assumptions about the actual value of the company and, if the valuations are subsequently corrected, significant write-downs may be necessary. Incorrect valuations can also lead to tax problems or regulatory sanctions if the corresponding accounting does not comply with the applicable regulations.

#### *4.2.8. Insurance risk*

The Issuer and the Group companies are subject to the risk that existing insurance cover may not be sufficient to cover all possible losses.

Insufficient insurance cover can lead to high own contributions for repairs or in the course of a necessary replacement, which can cause considerable financial difficulties for the respective company, burden working capital and impair profitability.

#### *4.2.9. Force majeure*

The Issuer and the Group companies are subject to the risk of force majeure.

Force majeure, such as natural disasters, pandemics or unforeseen political events, can significantly disrupt a company's operations and lead to financial losses. These events can impair production capacities, interrupt supply chains or lead to material damage to facilities. Since photovoltaic systems are typically installed on fixed roofs or open spaces, there is also an increased risk of damage from storms, hail or flooding.

#### *4.2.10. Regulatory risk*

The Issuer and the Group companies are subject to a considerable number of laws and regulations that can have a detrimental impact on the respective business model.

In the event of new regulatory requirements, companies may be confronted with significant additional costs or operational adjustments, while an unexpected tightening of environmental, tax or safety regulations in particular may lead to higher operating costs or even to necessary investments in new technologies that would impair the profitability of the business model.

### 4.3. Risks related to the Bonds

#### *4.3.1. Limited tradability and limited liquidity*

Although an application for admission of the Bonds to trading on the Free Market of the Munich Stock Exchange is to be submitted, there is no guarantee that this application will be approved or that, if approved, an active trading market for the Bonds will develop. The Bonds may not have an established trading market at the time of their issue and admission

to trading. There can be no assurance of a secondary market for the Bonds or the continued liquidity of such a market, if one develops at all.

The liquidity of the Bonds is also influenced by various factors such as issue volume, terms and the prevailing market conditions. It cannot be guaranteed that a secondary market for the Bonds will develop at all and – if a secondary market develops – continues to exist. If a secondary market for the Bonds does not develop or is not maintained, the market value or trading price and liquidity of the Bonds may be materially adversely affected. The development or continued liquidity of any secondary market for the Bonds will be affected by a number of factors such as general economic conditions, the financial condition, the creditworthiness of the Issuer as well as other factors such as the outstanding amount of the Bonds, any redemption features of the Bonds and the level, direction and volatility of interest rates generally. Such factors may adversely affect the market value of the Bonds in a significant manner. Consequently, it may be difficult for Bondholders to transfer or to trade the Bonds. Hence, Bondholders are exposed to the risk that they may not be able to sell their Bonds at all or only at prices, which are below the prices they are seeking, or at prices that will not provide them with a yield comparable to similar investments that have a developed trading market.

The bonds are therefore not recommended for interested investors who need to be able to divest themselves of a chosen investment at any time and at short notice.

#### *4.3.2. The Bonds are complex financial instruments that are not suitable for every investor*

The Bonds are unsecured and neither insured savings accounts or deposits of a bank. The Bonds are not insured or guaranteed by any governmental agency or other institution. Pursuant to the Terms and Conditions, Bondholders are not entitled to terminate the Bonds without cause (an event of default). As a result, each individual subscription of bonds should be considered a high-risk investment.

#### *4.3.3. The Bonds are unsecured and neither savings accounts nor insured deposits of a bank*

The Bonds are unsecured and neither insured savings accounts or deposits of a bank nor guaranteed by any governmental agency or other institution nor protected or secured within the scope of a (statutory) deposit protection scheme (deposit guarantee or investor compensation).

In the event of the insolvency of the Issuer, Bondholders may not and should not expect a repayment of the invested funds in the Bonds from any third party. An investment in the Bonds will not be covered by a financial services compensation scheme. Investors are subject to the risk of a partial or total default of the Issuer to make interest and/or redemption payments that the Issuer is obligated to make under the Bonds.

Should the Issuer file for, and undergo, any insolvency proceedings, it is likely, that the Issuer may not longer be able to honour its obligations with respect to the Bonds, e.g. to pay interest or principal at the Maturity Date or upon redemption of the Bonds (an Early Redemption Date). If the Issuer fails to pay interests and principal, and defaults, on the Bonds, such default may lead to an increased risk of insolvency of the Issuer and to a total loss of invested funds by Bondholders. If the Issuer does not have sufficient funds at Maturity Date of the Bonds (or at an Early Redemption Date) or is not in a position, to secure appropriate follow-up financing to fully redeem the Bonds, this may lead to the

Issuer's insolvency and thus to a total loss of invested funds for the Bondholders. Hence, Bondholders are faced with the risk that the Issuer may default on its obligation to pay interest and/or on its obligation to pay principal under the Bonds as a result of a distressed or impaired financial situation.

#### *4.3.4. Default risk*

An investment in the Bonds involves taking on a default risk on the Issuer (which is the risk that the Issuer will not pay back the full amount promised by the Bond or not at all or only later than stipulated in the Terms and Conditions). Since the Bonds are unsecured obligations of the Issuer, benefiting from no direct recourse to any assets or guarantees, the Bondholders are left to rely on the ability of the Issuer to pay any amount due under the Bonds.

The Bonds are denominated in Swiss Francs (CHF). However, the Issuer primarily has a role in member states of the European Economic Area (EEA) whose national currency is the euro. The Issuer's calculations are made in euros and its assets are valued in euros. The Issuer's revenues are mainly generated in euros. The Issuer is therefore exposed to the risk that the Swiss Franc will appreciate against the euro, as this would also increase the burden of the liabilities arising from the Bonds (which are denominated in Swiss Francs).

Bondholders are exposed to the risk that the Issuer may partly or even completely default on its obligations to make interest and/or redemption payments under the Bonds as a result of an impaired financial situation or due to any insolvency proceedings of the Issuer, which may lead to a total loss of the invested funds (default risk). The insolvency of any of the borrowing Group Companies may also lead to a default of the Issuer with respect to interest payments or redemption payments under the Bonds, which default may even result in a total loss of invested funds.

The market value or trading price of the Bonds will depend on the creditworthiness of the Issuer and of the Sun Contracting Group (as may be impacted by the risks related to the Issuer and to the Group Companies of the Sun Contracting Group as described herein). The worse the creditworthiness of the Issuer or of any of the Group Companies, the higher is the risk of a loss.

A materialization of the default risk may result in a partly or total default of the Issuer regarding interest and/or redemption payments. If the creditworthiness of the Issuer deteriorates, it could have potentially very serious repercussions on the Bondholders because: (i) the Issuer may not be able to fulfil all or part of its payment obligations under the Bonds, (ii) the market value or trading price of the Bonds may decrease and (iii) investors may lose all or part of their investment in the Bonds.

#### *4.3.5. No possibility of exerting influence*

Bondholders provide the Issuer with a loan and are creditors of the Issuer.

Bondholders are not granted the rights of shareholders in the Issuer, in particular the right to participate in, or to vote in, the general meeting of the Issuer. Thus, there is an absence of any voting power over the management of the Issuer and Bondholders have no influence on the business policy or corporate governance or any decisions to be taken by the Issuer. Decisions to be taken at Issuer's shareholders' meetings (general meetings) may be in the

interest of shareholders, but to the detriment of the interest of Bondholders. There may be divergences in the interests of the Issuer and those of the Bondholders and the Issuer may conduct its business contrary to the interests of the Bondholders. As a consequence, Bondholders are subject to the risk that they will not be able to prevent or to influence corporate governance of the Issuer that conflicts with their interests. Details of investments that the Issuer and/or the Group Companies have pursued or are pursuing or are intending to pursue, cannot and will not be disclosed on a named or detailed basis to Bondholders because of inter alia confidentiality and other restrictions.


Therefore, Bondholders will not have any opportunities to review and to evaluate such investments and they will have to rely on the judgements and abilities of the Issuer and of the Group Companies to make wise decisions with respect to investing and managing their respective assets. The Issuer is also entitled to enter into transactions, which may directly or indirectly affect the Bonds. These transactions may have an adverse impact on the market value or trading price of the Bonds. The Issuer is not obligated to notify Bondholders of such transactions, even if such transactions are likely to affect the market value or trading price of the Bonds.

Being a holder of Bonds, an investor provides a certain amount of funds for a certain period of time to the Issuer. The responsibility for an economically reasonable and profitable use of the funds provided by the investors lies solely with the Issuer as borrower. Any action or decision of the Issuer or of any of the borrowing Group Companies may affect the creditworthiness of the Issuer and thus may have an impact on the economic capacity of the Issuer to honour its obligations under the Bonds, in particular the ability to pay interest on and redeem the Bonds. There is a risk that payments of interest or principal may not be made or only partially and/or not within the stipulated period.

Additionally, Bondholders do not share in the value created by a successful business or in any liquidation proceeds of the Issuer (if any).

These aspects could have a material adverse effect on the Issuer's business, its future prospects, its results of operations and its financial condition.

**5. Annex I: Annual Financial Statements of the Issuer as of 31 December 2022  
(Review)**



To the General Meeting of the Shareholders of

**Sun Contracting AG, Balzers**

**Report of the Auditor on the financial  
statements for the year 2022**

(for the period 01.01.2022 - 31.12.2022)





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## Report of the Statutory Auditor to the General Meeting of the Shareholders of

### **Sun Contracting AG, Balzers (FL-0002.555.661-3)**

As statutory auditor, we have reviewed the financial statements of Sun Contracting AG, which have been prepared in accordance with Liechtenstein law, for the year ended 31 December 2022. The previous year's figures were audited by another auditor.

These financial statements are the responsibility of the Board of Directors. Our responsibility is to issue a report on these financial statements based on our review. We confirm that we meet the qualification and independence requirements as stipulated by Liechtenstein law.

Our review was conducted in accordance with the standard on the review of financial statements issued by the WPV ["Liechtensteinische Wirtschaftsprüfervereinigung": Liechtenstein Association of Auditors]. This standard requires that we plan and perform the review in such a way as to enable material misstatements in the financial statements to be detected, albeit with less assurance than in a statutory audit. A review consists primarily of inquiries of company personnel and analytical procedures in relation to the data used to prepare the financial statements. We have conducted a review and not an audit. Accordingly, we do not express an audit opinion.

The following should be noted with regard to the annual financial statements:

The recoverability of financial assets (shares in affiliated companies) in the amount of EUR 18,640,000, receivables (receivables from affiliated companies) in the amount of EUR 25,161,431 and receivables (delivery receivables from affiliated companies) in the amount of EUR 3,170,111 cannot be conclusively assessed based on the documents available to us.

In addition, based on the documents available to us, we are not able to conclusively assess part of the receivables in the amount of EUR 21,570,464 (prepaid commissions) and part of the prepaid expenses in the amount of EUR 8,601,300.

In the course of our review - with the exception of the restrictions set out in the preceding paragraphs -, nothing has come to our attention that causes us to believe that the financial statements do not give a true and fair view of the company's net assets, financial position and results of operations in accordance with Liechtenstein law. Furthermore - with the exception of the restrictions set out in the preceding paragraphs -, nothing has come to our attention that causes us to believe that the financial statements do not comply with Liechtenstein law and the company's articles of incorporation.

Based on our review, we recommend - taking the above restrictions into account - these financial statements for approval.



We would like to point out that the company has acquired treasury shares in the amount of EUR 54,890. In accordance with Art. 306d para. 2 PGR, an amount corresponding to the book value of the treasury shares must be placed in an unavailable reserve for treasury shares. No reserves were created for treasury shares.

Should write-downs or value adjustments become necessary on the restricted items, a half capital loss or over-indebtedness in accordance with Art. 182e and Art. 182f PGR could occur and the corresponding regulations would have to be complied with.

We draw attention to the note "Uncertainty regarding the ability to continue as a going concern" in the notes to the financial statements, where it is stated that a material uncertainty exists that may cast significant doubt about Sun Contracting AG's ability to continue as a going concern. If Sun Contracting AG's ability to continue as a going concern were rendered impossible, the financial statements would have to be prepared on the basis of liquidation values.

Vaduz, 30. November 2023

**BDO (Liechtenstein) AG**

Martin Hörndlinger  
Certified Public Accountant  
Auditor in Charge

Roger Züger  
Swiss Certified Public Accountant

Enclosures:

- Financial statements (balance sheet, income statement, notes)

**Sun Contracting AG**  
**9496 Balzers**  
**Commercial register number (FL-0002.555.661-3)**

BALANCE SHEET as at  
(EUR)

<b>ASSETS</b>	<b>31.12.2022</b>	<b>31.12.2021</b>
Fixed assets		
Intangible assets	2'274'506.30	1'403'492.40
Property, plant and equipment	174'622.23	192'803.87
Financial assets	52'041'304.29	42'266'354.62
<b>Total fixed assets</b>	<b>54'490'432.82</b>	<b>43'862'650.89</b>
	<b>31.12.2022</b>	<b>31.12.2021</b>
Current assets		
Inventories	1'026'644.80	0.00
Receivables	61'504'625.08	35'948'054.73
Securities	54'890.17	0.00
Bank balances, postal cheque balances, cheques and cash holdings	442'581.91	428'464.72
<b>Total current assets</b>	<b>63'028'741.96</b>	<b>36'376'519.45</b>
Accruals and deferrals	8'621'838.03	1'735'853.10
<b>TOTAL ASSETS</b>	<b>126'141'012.81</b>	<b>81'975'023.44</b>

<b>LIABILITIES</b>	<b>31.12.2022</b>	<b>31.12.2021</b>
Equity		
Subscribed capital	1'000'000.00	1'000'000.00
Capital reserves	90'000.00	90'000.00
Profit carried forward / loss carried forward	-437'884.05	1'574'831.32
Annual profit / loss	62'700.93	-2'012'715.37
<b>Total equity</b>	<b>714'816.88</b>	<b>652'115.95</b>
Provisions	9'000.00	1'740.00
Liabilities	123'180'471.39	76'488'416.53
<b>Total borrowed capital</b>	<b>123'189'471.39</b>	<b>76'490'156.53</b>
Accruals and deferrals	2'236'724.54	4'832'750.96
<b>TOTAL LIABILITIES</b>	<b>126'141'012.81</b>	<b>81'975'023.44</b>

Balzers, 30. November 2023

**Sun Contracting AG**  
**9496 Balzers**

INCOME STATEMENT  
(EUR)

	01.01.2022 31.12.2022	01.01.2021 31.12.2021
Revenue	2'551'818.89	6'979'749.60
Other operating income	69'553.33	0.00
Material expenses		
Expenses for services purchased	-2'910'300.54	-2'417'629.79
<b>Gross profit</b>	<b>-288'928.32</b>	<b>4'562'119.81</b>
Personnel expenses		
Wages and salaries	-44'646.00	-107'495.78
Social security contributions and expenses for pension schemes and support	-12'754.34	-25'416.60
<i>of which for pension schemes</i>	<i>(6'478.69)</i>	<i>(13'726.22)</i>
Write-downs and valuation allowances		
on intangible assets and property, plant and equipment	-1'176'528.99	-455'239.99
Other operating expenses	-3'971'499.97	-3'318'061.27
Other interest and similar income	11'395'138.53	644'275.18
<i>of which from affiliated companies</i>	<i>(1'690'952.46)</i>	<i>(10'264.08)</i>
Interest and similar expenses	-5'828'977.23	-3'304'494.02
<i>of which from affiliated companies</i>	<i>(1'100'818.40)</i>	<i>(246'824.89)</i>
Tax on income	-9'102.75	-8'402.70
<b>Income after tax</b>	<b>62'700.93</b>	<b>-2'012'715.37</b>
Other tax	0.00	0.00
<b>Annual profit / loss</b>	<b>62'700.93</b>	<b>-2'012'715.37</b>

**Sun Contracting AG**  
**9496 Balzers**

NOTES TO THE ANNUAL FINANCIAL STATEMENT AS AT 31 DECEMBER 2022  
(EUR)

**General Information**

This annual financial statement was generated in accordance with the Liechtenstein Persons and Companies Act (PGR). The primary aim of financial reporting is to give a true and fair view of the assets, liabilities, financial position and profit or loss of the company corresponding to the true circumstances.

**Accounting and valuation methods**

The general valuation principles of the PGR apply. This valuation was based on the assumption that the company will continue as a going concern. The valuation was based on realisable values. Accounting took place in Euro (EUR).

The valuation of assets and liabilities was based on the principle of individual valuation. The annual financial statement is based on acquisition and manufacturing costs. Assets and liabilities are recognised at nominal value - not cash value. While only the amounts realised on the balance sheet date are taken into account, all known future burdens associated with the past financial year are factored in too.

In the event of any changes in the structure of the annual financial statement compared with the previous year, any previous year's figures are adjusted.

There are no deviations from the general valuation principles, accounting methods or financial reporting regulations under the PGR.

**Foreign currency conversion**

The tax rate was used for the conversion of foreign currencies as of the balance sheet date in Euro.

**Additional information on liabilities**

The total amount of liabilities with a residual maturity of more than five years equals:

31.12.2022	31.12.2021
95'604'761.77	72'656'587.17

**Average number of employees**

Average number of employees

2022	2021
2	2

**Treasury shares**

Number of shares

2022	2021
10'000'000.00	0.00

Face Value

EUR 0.01	EUR 0.00
----------	----------

Proportion of share capital

10.00%	0.00%
--------	-------

Purchase price

EUR 54'890.17	EUR 1'000.00
---------------	--------------

Sale price

n/a	n/a
-----	-----

Use of proceeds

n/a	n/a
-----	-----

**Guarantees, guarantee obligations, pledge order, contingent liabilities:**

Sun Contracting AG has entered into a guarantee in favor of a bank liability of Sun Contracting Germany GmbH in the amount of EUR 462,000. In addition, a hard letter of comfort was issued for a loan agreement between a bank and Sun Contracting Projekt GmbH (Linz) in the amount of EUR 3.5 million.

**Uncertainty regarding the ability to continue as a going concern:**

Sun Contracting AG raises funds by issuing bonds. These are passed on to affiliated companies for investment in photovoltaic projects via shareholdings and loans. The projects are capital-intensive and will only be realized if Sun Contracting continues to raise the necessary funds on a revolving basis. The management's projections are based on the assumption that sufficient cash flow can be generated from the grid feed-in of the electricity generated from the photovoltaic systems (largely guaranteed by the state), from proceeds from the construction of photovoltaic projects for third parties and from the sale of existing photovoltaic systems to pay the liabilities and cover current and future financing costs. Appropriate plans have been developed and have proven to be robust to date. If the planned long-term development targets and budgets are not achieved, there is an entrepreneurial risk due to write-downs of individual assets, offsetting within the Group companies and investments at the expense of equity. Entrepreneurial risk means that there may then be significant uncertainty with regarding the company's ability to continue as a going concern.

After the balance sheet date, the management has already taken initial measures to secure short- and medium-term liquidity and strengthen equity by selling its own shares.

Management also assumes that there are corresponding hidden reserves in the photovoltaic projects of the subsidiaries, although the hidden reserves were not quantified at the time the annual financial statements were prepared. The management continues to ensure that the planned results are achieved in the subsidiaries and that a medium- to long-term repayment of liabilities is guaranteed by the income from the sale of electricity and the aforementioned proceeds. The business model is tried-and-tested, proven and sustainable. Sun Contracting AG's equity base is standard for the industry. All plants are strictly contracted. Compliance with deadlines, sustainability and long-term orientation should therefore be expressly pointed out once again.

**No other reportable information exists within the meaning of Article 1091 et seqq. of the PGR.**

**Sun Contracting AG**  
**9496 Balzers**

PROPOSAL FOR APPROPRIATION OF PROFITS  
(EUR)

<b>Profit appropriation in Euro</b>	<b>31.12.2022</b>	<b>31.12.2021</b>
Profit carryforward / loss carryforward	-437'884.05	1'574'831.32
Annual profit / loss	62'700.93	-2'012'715.37
Retained earnings available for distribution	-375'183.12	-437'884.05
./.. Allocation to the legal reserves	0.00	0.00
./.. Dividend distribution	0.00	0.00
<b>Result carried forward to new account</b>	<b>-375'183.12</b>	<b>-437'884.05</b>

**6. Annex II: Annual Financial Statements of the Issuer as of 31 December 2023  
(review)**

Report of the statutory auditor  
to the annual general meeting of

Sun Contracting AG, Balzers  
(FL-0002.555.661-3)

As statutory auditor, we have reviewed the financial statements of Sun Contracting AG, which are prepared in accordance with Liechtenstein law, for the year ended 31. Dezember 2023. The review of the comparative data included in the financial statements was performed by another statutory auditor.

These financial statements are the responsibility of the Board of Directors. Our responsibility is to issue a report on the financial statements based on our review. We confirm that we meet the qualification and independence requirements as stipulated by Liechtenstein law.

Our review was performed in accordance with the standard on the review of financial statements issued by the WPV ["Liechtensteinische Wirtschaftsprüfer-Vereinigung": Liechtenstein Association of Auditors]. This standard requires that we plan and perform the review in such a way as to enable material misstatements in the financial statements to be detected, although not with same assurance as an audit. A review consists primarily of inquiries of company personnel and analytical procedures in relation to the data used to prepare the financial statements. We have conducted a review and not an audit. Accordingly, we do not express an audit opinion.

Our review has revealed that the balance sheet includes financial assets (shares in affiliated companies) in the amount of EUR 50'174'700, receivables (receivables from affiliated companies) in the amount of EUR 33'514'293 and receivables (trade receivables from affiliated companies) in the amount of EUR 3'170'111, for which we were unable to conclusively assess the recoverability or appropriateness of the valuation due to a lack of suitable current documentation. The valuation of the investments in other companies in the financial assets, but also receivables from these companies, depends significantly on future developments, which is why it is not possible to make a conclusive assessment on this basis.

Our review also showed that the balance sheet includes receivables in the amount of EUR 21'570'464 (prepaid commissions) and prepaid expenses in the amount of EUR 8'187'020, for which we were also unable to conclusively assess the recoverability or appropriateness of the valuation due to a lack of suitable current documentation.

Based on our review, except for the qualification described in the above paragraph, nothing has come to our attention that causes us to believe that the financial statements do not comply with Liechtenstein law and the company's articles of incorporation.

On the basis of our review, despite the qualification described above, we recommend that the financial statements submitted to you be approved.

We would like to point out that the company acquired treasury shares amounting to 10% of the share capital in 2022 at a purchase price of EUR 54'890. According to Art. 306a para. 1, item 2 PGR, freely available reserves must be available when treasury shares are acquired, which must then be converted into reserves for these shares. This requirement was not fulfilled.

We point out that half of the share capital is no longer covered by the assets according to article 182e paragraph 1 PGR. As creditors of the company have declared subordination in the amount of EUR 10'000'000, the Board of Directors has refrained from notifying the court.

We draw attention to the note entitled "Going concern" in the notes to the financial statements, according to which a material uncertainty exists that may cast significant doubt on the ability of the company to continue as a going concern. Should the company be unable to continue as a going concern, the financial statements would need to be prepared based on liquidation values.

CONGENIA AUDIT ANSTALT



Herbert Bischof

Wirtschaftsprüfer/chartered accountant  
Auditor in charge



Rudolf Tihanyi

Wirtschaftsprüfer/chartered accountant

Eschen, 26.02.2025

enclosed: financial statement (balance sheet, p&I and notes)  
management report

Sun Contracting AG  
9496 Balzers  
Commercial register number (FL-0002.555.661-3)

BALANCE SHEET as at  
(EUR)

ASSETS	31.12.2023	31.12.2022
Fixed assets		
Intangible assets	873'299.77	2'274'506.30
Property, plant and equipment	137'614.12	174'622.23
Financial assets	52'041'304.29	52'041'304.29
<b>Total fixed assets</b>	<b>53'052'218.18</b>	<b>54'490'432.82</b>
Current assets		
Inventories	1'087'864.80	1'026'644.80
Receivables	90'316'282.89	61'504'625.08
Securities	54'890.17	54'890.17
Bank balances, postal cheque balances, cheques and cash holdings	1'284'766.90	442'581.91
<b>Total current assets</b>	<b>92'743'804.76</b>	<b>63'028'741.96</b>
Accruals and deferrals	8'187'020.27	8'621'838.03
<b>TOTAL ASSETS</b>	<b>153'983'043.21</b>	<b>126'141'012.81</b>

Sun Contracting AG  
9496 Balzers  
Commercial register number (FL-0002.555.661-3)

BALANCE SHEET as at  
(EUR)

LIABILITIES	31.12.2023	31.12.2022
Equity		
Subscribed capital	1'000'000.00	1'000'000.00
Capital reserves	90'000.00	90'000.00
Profit carried forward / loss carried forward	-375'183.12	-437'884.05
Annual profit / loss	-8'226'989.82	62'700.93
<b>Total equity</b>	<b>-7'512'172.94</b>	<b>714'816.88</b>
Provisions	53'374.30	9'000.00
Liabilities	158'681'908.32	123'180'471.39
<i>thereof subordinated</i>	10'000'000.00	0.00
<b>Total borrowed capital</b>	<b>158'735'282.62</b>	<b>123'189'471.39</b>
Accruals and deferrals	2'759'933.53	2'236'724.54
<b>TOTAL LIABILITIES</b>	<b>153'983'043.21</b>	<b>126'141'012.81</b>

Balzers, 20. February 2025

Sun Contracting AG  
9496 Balzers

INCOME STATEMENT  
(EUR)

	01.01.2023 31.12.2023	01.01.2022 31.12.2022
Revenue	439'827.60	2'551'818.89
Other operating income	1'188'820.59	69'553.33
Material expenses		
Expenses for services purchased	0.00	-2'910'300.54
<b>Gross profit</b>	<b>1'628'648.19</b>	<b>-288'928.32</b>
Personnel expenses		
Wages and salaries	-24'500.00	-44'646.00
Social security contributions and expenses for pension schemes and support	-6'504.52	-12'754.34
<i>of which for pension schemes</i>	<i>(0.00)</i>	<i>(6'478.69)</i>
Write-downs and valuation allowances		
on intangible assets and property, plant and equipment	-882'297.91	-1'176'528.99
Other operating expenses	-12'809'169.55	-3'971'499.97
Other interest and similar income	12'306'837.30	11'395'138.53
<i>of which from affiliated companies</i>	<i>(2'228'631.10)</i>	<i>(1'690'952.46)</i>
Interest and similar expenses	-8'365'003.33	-5'828'977.23
<i>of which from affiliated companies</i>	<i>(3'369'309.93)</i>	<i>(1'100'818.40)</i>
Tax on income	-75'000.00	-9'102.75
<b>Income after tax</b>	<b>-8'226'989.82</b>	<b>62'700.93</b>
Other tax	0.00	0.00
<b>Annual profit / loss</b>	<b>-8'226'989.82</b>	<b>62'700.93</b>

**Sun Contracting AG**  
**9496 Balzers**

**NOTES TO THE ANNUAL FINANCIAL STATEMENT AS AT 31 DECEMBER 2023**  
**(EUR)**

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This annual financial statement was generated in accordance with the Liechtenstein Persons and Companies Act (PGR). The primary aim of financial reporting is to give a true and fair view of the assets, liabilities, financial position and profit or loss of the company corresponding to the true circumstances.

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In the event of any changes in the structure of the annual financial statement compared with the previous year, any previous year's figures are adjusted.

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**Foreign currency conversion**

The tax rate was used for the conversion of foreign currencies as of the balance sheet date in Euro.

<b>Additional information on liabilities</b>	<b>31.12.2023</b>	<b>31.12.2022</b>
The total amount of liabilities with a residual maturity of more than five years equals:	134'677'622.70	95'604'761.77
<b>Average number of employees</b>	<b>2023</b>	<b>2022</b>
Average number of employees	2	2
<b>Treasury shares</b>	<b>2023</b>	<b>2022</b>
Number of shares	10'000'000.00	10'000'000.00
Face Value	EUR 0.01	EUR 0.01
Proportion of share capital	10.00%	10.00%
Purchase price	EUR 54'890.17	EUR 54'890.17
Sale price	n/a	n/a
Use of proceeds	n/a	n/a

**Guarantees, guarantee obligations, pledge order, contingent liabilities:**

Sun Contracting AG has entered into a guarantee in favor of a bank liability of Sun Contracting Germany GmbH in the amount of EUR 462,000. In addition, a hard letter of comfort was issued for a loan agreement between a bank and Sun Contracting Projekt GmbH (Linz) in the amount of EUR 3.5 million.

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After the balance sheet date, the management has already taken initial measures to secure short- and medium-term liquidity and strengthen equity by selling its own shares.

The restructuring measures already taken will extend across all areas of the company and will take years. In this context, please refer to the additional management report.

Management also assumes that there are corresponding hidden reserves in the photovoltaic projects of the subsidiaries, although the hidden reserves were not quantified at the time the annual financial statements were prepared. The management continues to ensure that the planned results are achieved in the subsidiaries and that a medium- to long-term repayment of liabilities is guaranteed by the income from the sale of electricity and the aforementioned proceeds. The business model is tried-and-tested, proven and sustainable. Sun Contracting AG's equity base is standard for the industry. All plants are strictly contracted. Compliance with deadlines, sustainability and long-term orientation should therefore be expressly pointed out once again.

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Sun Contracting AG  
9496 Balzers

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(EUR)

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./.. Dividend distribution	<u>0.00</u>	<u>0.00</u>
Result carried forward to new account	<u>-8'602'172.94</u>	<u>-375'183.12</u>