

# **Mendarion SE, Berlin**

Independent Auditor's Report  
to the Financial Statements  
for the year ending 31. December 2019

Unsigned informal translation of the German report on the  
audit of the annual financial statements. In case of doubt the  
German version shall prevail.



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# Independent auditor's report

To Mendarion SE, Berlin

## Audit Opinion

We have audited the annual financial statements of Mendarion SE, Berlin, which comprise the balance sheet as at 31 December 2019, the statement of profit and loss, the statement of cash flows, and the statement of changes in equity for the financial year from 1 January 2019 to 31 December 2019 and notes to the financial statements, including the presentation of the recognition and measurement policies.

In our opinion, on the basis of the knowledge obtained in the audit, the accompanying annual financial statements comply, in all material respects, with the requirements of German commercial law applicable to business corporations and give a true and fair view of the assets, liabilities and financial position of the Company as at 31 December 2019 and of its financial performance for the financial year from 01 January 2019 to 31 December 2019 in compliance with German Legally Required Accounting Principles.

Pursuant to section 322 paragraph 3 sentence 1 HGB, we declare that our audit has not led to any reservations relating to the legal compliance of the annual financial statements.

## Basis for the Audit Opinion

We conducted our audit of the annual financial statements in accordance with section 317 HGB and in compliance with German Generally Accepted Standards for Financial Statement Audits promulgated by the Institut der Wirtschaftsprüfer [Institute of Public Auditors in Germany] (IDW). Our responsibilities under those requirements and principles are further described in the "Auditor's Responsibilities for the Audit of the Annual Financial Statements" section of our auditor's report. We are independent of the company in accordance with the requirements of German commercial and professional law, and we have fulfilled our other German professional responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the annual financial statements.

## Responsibilities of the Executive Directors and the Administrative Board for the Annual Financial Statements

The executive director is responsible for the preparation of the annual financial statements that comply, in all material respects, with the requirements of German commercial law applicable to business corporations and that the annual financial statements give a true and fair view of the assets, liabilities, financial position and

financial performance of the Company in compliance with German Legally Required Accounting Principles. In addition, the executive director is responsible for such internal control as he, in accordance with German Legally Required Accounting Principles, has determined necessary to enable the preparation of annual financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the annual financial statements, the executive director is responsible for assessing the Company's ability to continue as a going concern. He also has the responsibility for disclosing, as applicable, matters related to going concern. In addition, he is responsible for financial reporting based on the going concern basis of accounting, provided no actual or legal circumstances conflict therewith.

The Administrative Board is responsible for overseeing the Company's financial reporting process for the preparation of the annual financial statements and of the management report.

## **Auditor's Responsibilities for the Audit of the Annual Financial Statements**

Our objectives are to obtain reasonable assurance about whether the annual financial statements as a whole are free from material misstatement, whether due to fraud or error, as well as to issue an auditor's report that includes our audit opinion on the annual financial statements.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Sec. 317 HGB and in compliance with German Generally Accepted Standards for Financial Statement Audits promulgated by the Institut der Wirtschaftsprüfer (IDW) will always detect a material misstatement. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these annual financial statements.

We exercise professional judgement and maintain professional skepticism throughout the assurance work. We also:

- Identify and assess the risks of material misstatement of the annual financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our audit opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit of the annual financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an audit opinion on the effectiveness of these systems of the company.

- Evaluate the appropriateness of accounting policies used by the executive director and the reasonableness of estimates made by the executive director and related disclosures.
- Conclude on the appropriateness of the executive director's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify the auditor's opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the company to cease to be able to continue as a going concern.
- Evaluate the overall presentation, structure and content of the annual financial statements, including the disclosures, and whether the annual financial statements present the underlying transactions and events in a manner that the annual financial statements give a true and fair view of the assets, liabilities, financial position and financial performance of the Company in compliance with German Legally Required Accounting Principles.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Munich, 21. August 2020

Warth & Klein Grant Thornton AG  
Wirtschaftsprüfungsgesellschaft

Stephan Mauermeier  
Wirtschaftsprüfer  
[German Public Auditor]

Anja Zweck  
Wirtschaftsprüfer  
[German Public Auditor]

# **Appendix 1**



**Mendarion SE,**

**Berlin**

**Balance sheet as at 31 December 2019**

<b>ASSETS</b>		<b>EQUITY AND LIABILITIES</b>			
	As of 31/12/2019 EUR	As of 31/12/2018 EUR		As of 31/12/2019 EUR	As of 31/12/2018 EUR
<b>A. <u>Current assets</u></b>			<b>A. <u>Equity</u></b>		
I. <u>Receivables and other assets</u>			I. Share capital	250.000,00	250.000,00
Other assets	180.340,11	149.244,52	II. Accumulated losses brought forward	68.781,56	0,00
II. <u>Bank balances</u>	237,35	50.243,92	III. Net loss for the year	<u>8.643,66</u>	<u>68.781,56</u>
				172.574,78	181.218,44
<b>B. <u>Prepaid expenses</u></b>	3.730,00	3.730,00	<b>B. <u>Provisions</u></b>		
			Other provisions	6.450,00	22.000,00
			<b>C. <u>Liabilities</u></b>		
			1. Accounts payable	3.274,01	0,00
			2. Other liabilities	<u>2.008,67</u>	0,00
				5.282,68	0,00
	<u>184.307,46</u>	<u>203.218,44</u>		<u>184.307,46</u>	<u>203.218,44</u>

## **Appendix 2**

**Mendarion SE**

**Berlin**

**Income statement**

**for the period from 01 January 2019 to 31 December 2019**

	2019 1.1.-31.12. EUR	2018 9.3.-31.12. EUR
	<u>EUR</u>	<u>EUR</u>
1. Other operating income	5.209,20	0,00
2. Other operating expenses	19.712,19	69.886,00
3. Other interest and similar income	5.868,00	1.104,44
4. Interest and similar expenses	8,67	0,00
5. Earnings after tax	<u>-8.643,66</u>	<u>-68.781,56</u>
6. Net loss for the year	<u><u>-8.643,66</u></u>	<u><u>-68.781,56</u></u>

## **Appendix 3**

**Mendarion SE,**  
**Berlin**

**Notes to the financial statements for the financial year**  
**from 01 January to 31 December 2019**

**I. General details relating to the financial statements**

The financial statements have been prepared in accordance with the provisions of sections 242 et seq. German Commercial Code [*Handelsgesetzbuch – HGB*] in compliance with the supplementary provisions applicable to small corporations. The Company made use in part of the relief provisions of Sec. 288 (1) HGB.

The statement of profit and loss was prepared according to the total cost (nature of expense) format.

The Company was founded on 09 March 2018, registered in the Commercial Register in Munich on 15 March 2018, and commenced its business operations on 19 March 2018.

The company's principal activity is the development, production, operation, and marketing of media of all kind, in particular new media (Internet), as well as internet services (in particular concerning E-commerce), logistic services, and digital services.

The Company is listed with its stocks in the over-the-counter of the Düsseldorf stock exchange (WKN/German securities identification code: A2LQ2D/ISIN: DE000A2LQ2D).

**II. Details relating to the identification of the company according to the Court of Registration**

Business name acc. to Court of Registration:	Mendarion SE
Registered office acc. to Court of Registration:	Berlin
Register entry:	Commercial Register
Registrar of Companies:	Charlottenburg
Registration number:	B/ 200678

### III. **Names of the members of the bodies of the company**

In the financial year until 31 December 2019, the Company's business was managed by:

Silvia Lange, Businesswoman, Berlin.

The managing director did not receive a remuneration for her activities in the reporting year.

In the past financial year, the Administrative Board consisted of the following members:

Sabine Anger-Feige, Businesswoman, Chairwoman  
Rene Schuster, Businessman (Deputy chairman)  
Silvia Lange, Businesswoman

The remuneration paid to the members of the Administrative Board amounted to EUR 0.00 in the reporting year.

### IV. **Details relating to accounting policies**

#### **Accounting and valuation principles**

Receivables and other assets, cash and cash equivalents, prepaid expenses, and equity were valued at nominal values.

Other provisions were set up for all other contingent liabilities. In this connection all discernible risks were taken into account. Costs of settlements are determined at the settlement amount necessary according to prudent commercial judgment.

Liabilities were measured at the amounts required to settle them.

#### **Explanations relating to balance sheet and statement of profit and loss items**

##### Equity

The share capital consists of 250,000 bearer share with a nominal value of 1.00. In accordance with its articles of association, the authorized capital amounts to kEUR 125 (p.y.: kEUR 125) for five years from registration of the authorized capital in the Commercial Register until 15 March 2023.

##### Other assets

Other assets in the amount of kEUR 180 (p.y.: kEUR 149) mainly include a short-term loan of kEUR 167 (prior year: kEUR 141) to an affiliated company which is subject to an interest of 4 % p.a.

There are no receivables due after more than one year.

### Other provisions

In the reporting year, other provisions in the amount of kEUR 6 (p.y.: kEUR 22) for costs for financial statement preparation and audit were recognised.

### Liabilities

All liabilities are due within one year.

Liabilities to shareholders amount to kEUR 2 (prior year: kEUR 0).

### Other operating expenses

Other operating expenses mainly include costs for financial statement preparation and audit of kEUR 8 (p.y.: kEUR 25) and fees in the amount of kEUR 11 (prior year: kEUR 16).

### Other interest and similar income

As in the prior year, interest income was mainly generated with affiliated companies.

### Interest and similar expenses

Interest expenses were due exclusively to affiliated companies.

## **V. Other disclosures**

### Group affiliation

As of 31 December 2019, aptus 1206 GmbH, Berlin, holds 80 % of the shares in Mendarion SE. Consolidated financial statements were not prepared.

### Average number of staff employed in the financial year

In the past financial year, the Company did not employ any staff.

### Significant events after the balance sheet date

As of 13 August 2020, the Administrative Board resigned. The following members were appointed for the new Administrative Board:

- Boris Dürr, Lawyer, Chairman
- Christian Schild, Lawyer, Deputy Chairman
- Herbert Munz, Graduate in Business Administration

On 14 August 2020, Herbert Munz was appointed as new sole managing director.

Concluding remarks

With regard to transactions and acts with affiliated companies in the financial year 2019, Mendarion SE under the circumstances known to the managing director at the date on which the company entered into such transaction or undertook or refrained from undertaking such act, received adequate consideration for each such transaction and did not suffer any disadvantage by reason of undertaking or refraining from undertaking such act.

Berlin, 21 August 2020

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Herbert Munz  
Mendarion SE



## **Appendix 4**

**Mendarion SE, Berlin**

**Statement of cash flows**

	2019	2018
Net loss for the year	-8.643,66	-68.781,56
Decrease/ increase in provisions	-15.550,00	22.000,00
Increase in receivables, other assets and prepaid expenses not attributable to investing or financing activities	-5.227,59	-11.870,08
Increase in liabilities not attributable to investing or financing activities	5.282,68	0,00
Interest income	-5.868,00	-1.104,44
	<hr/>	<hr/>
<b>Cash flow from operating activities</b>	-30.006,57	-59.756,08
Payments for short-term investments	-170.000,00	-140.000,00
Receipts from short-term investments	150.000,00	0,00
	<hr/>	<hr/>
<b>Cash flow from investing activities</b>	-20.000,00	-140.000,00
Addition to share capital	0,00	250.000,00
	<hr/>	<hr/>
<b>Cash flow from financing activities</b>	0,00	250.000,00
Change in cash funds from cash relevant transactions	-50.006,57	50.243,92
Cash and cash equivalents at the beginning of period	50.243,92	0,00
	<hr/>	<hr/>
<b>Cash and cash equivalents at the end of period</b>	<u>237,35</u>	<u>50.243,92</u>

# **Appendix 5**

## **Mendarion SE, Berlin**

### **Development of equity in the financial year 2019**

	As of 01.01.2019 EUR	Changes of Reserve EUR	Net loss for the financial year 2019 EUR	31/12/2019 EUR
Share capital	250.000,00	0,00	0,00	250.000,00
Accumulated losses brought forward	-68.781,56	0,00	0,00	-68.781,56
Net loss for the financial year	0,00	0,00	-8.643,66	-8.643,66
	181.218,44	0,00	-8.643,66	172.574,78

## **Appendix 6**

# General Engagement Terms

for

## Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften

[German Public Auditors and Public Audit Firms]  
as of January 1, 2017

### 1. Scope of application

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

(2) Third parties may derive claims from contracts between German Public Auditors and engaging parties only when this is expressly agreed or results from mandatory rules prescribed by law. In relation to such claims, these engagement terms also apply to these third parties.

### 2. Scope and execution of the engagement

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

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

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

### 3. The obligations of the engaging party to cooperate

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

(2) Upon the request of the German Public Auditor, the engaging party shall confirm the completeness of the documents and further information provided as well as the explanations and statements, in a written statement drafted by the German Public Auditor.

### 4. Ensuring independence

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

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

### 5. Reporting and oral information

To the extent that the German Public Auditor is required to present results in writing as part of the work in executing the engagement, only that written work is authoritative. Drafts are non-binding. Except as otherwise agreed, oral statements and explanations by the German Public Auditor are binding only when they are confirmed in writing. Statements and information of the German Public Auditor outside of the engagement are always non-binding.

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

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

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

### 7. Deficiency rectification

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

(2) The engaging party must assert a claim for the rectification of deficiencies in writing (*Textform*) [Translators Note: *The German term "Textform" means in written form, but without requiring a signature*] without delay. Claims pursuant to paragraph 1 not arising from an intentional act expire after one year subsequent to the commencement of the time limit under the statute of limitations.

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

### 8. Confidentiality towards third parties, and data protection

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

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

### 9. Liability

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

(2) Insofar neither a statutory limitation of liability is applicable, nor an individual contractual limitation of liability exists, the liability of the German Public Auditor for claims for damages of any other kind, except for damages resulting from injury to life, body or health as well as for damages that constitute a duty of replacement by a producer pursuant to § 1 ProdHaftG [German Product Liability Act: *Produkthaftungsgesetz*], for an individual case of damages caused by negligence is limited to € 4 million pursuant to § 54 a Abs. 1 Nr. 2 WPO.

(3) The German Public Auditor is entitled to invoke demurs and defenses based on the contractual relationship with the engaging party also towards third parties.

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

(5) An individual case of damages within the meaning of paragraph 2 also exists in relation to a uniform damage arising from a number of breaches of duty. The individual case of damages encompasses all consequences from a breach of duty regardless of whether the damages occurred in one year or in a number of successive years. In this case, multiple acts or omissions based on the same source of error or on a source of error of an equivalent nature are deemed to be a single breach of duty if the matters in question are legally or economically connected to one another. In this event the claim against the German Public Auditor is limited to € 5 million. The limitation to the fivefold of the minimum amount insured does not apply to compulsory audits required by law.

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

## 10. Supplementary provisions for audit engagements

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

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

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

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

## 11. Supplementary provisions for assistance in tax matters

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

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

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

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

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

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

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

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

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

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

## 12. Electronic communication

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

## 13. Remuneration

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

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

## 14. Dispute Settlement

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

## 15. Applicable law

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