

**Independent Auditor's Report**

**Financial Statements**

**For The Year Ended March 31, 2020**

of

**TOPSIM GmbH**

Tübingen

**CONTENTS**

	<u>Page</u>
Auditor's Report	3
Statement of financial position as at March 31, 2020	4
Statement of comprehensive income for the year ended March 31, 2020	6
Statement of changes in equity for the year ended March 31, 2020	7
Statement of cash flows for the year ended March 31, 2020	8
Notes to the financial statements 2019/20	9

## **INDEPENDENT AUDITOR'S REPORT TO TOPSIM GmbH**

We have audited the accompanying financial statements of TOPSIM GmbH, Tübingen, which comprise the statement of financial position as at March 31, 2020, and the statement of comprehensive income, statement of changes in equity and statement of cash flows for the year April 1, 2019 until March 31, 2020, and a summary of significant accounting policies and other explanatory information.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with International Standards on Auditing. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements give a true and fair view of the financial position of TOPSIM GmbH, Tübingen, as at March 31, 2020, and of its financial performance and its cash flows for the year then ended in accordance with International Financial Reporting Standards.

Cologne, April 24, 2020

Sauerland Rybka und Partner mbB  
Wirtschaftsprüfungsgesellschaft  
Steuerberatungsgesellschaft

Philipp Heimbach  
Wirtschaftsprüfer

Wolfgang Rogalli  
Wirtschaftsprüfer

## TOPSIM GmbH, Tübingen

STATEMENT OF FINANCIAL POSITION  
AS AT MARCH 31, 2020

	Notes	03/31/2020 €	03/31/2019 €
<b>A s s e t s</b>			
<b>A. Fixed assets</b>	(1)		
<u>I. Intangible assets</u>			
1. Internally generated intangible assets		890.995,00	747.477,00
2. Licences		<u>3.969,00</u>	<u>686,00</u>
		894.964,00	748.163,00
<u>II. Equipment</u>			
1. Fixtures		0,00	2.714,00
2. Other equipment, operational and office equipment		<u>44.018,00</u>	<u>58.545,00</u>
		44.018,00	61.259,00
		<b>938.982,00</b>	<b>809.422,00</b>
<b>B. Current assets</b>			
<u>I. Inventories</u>			
Work in progress	(2)	<u>31.500,00</u>	<u>127.939,55</u>
<u>II. Accounts receivable and other assets</u>	(3)		
1. Trade debtors		197.323,47	479.711,73
2. Other receivables		<u>21.792,85</u>	<u>16.141,79</u>
		219.116,32	495.853,52
<u>III. Cash and cash equivalents</u>	(4)	<u>283.896,78</u>	<u>184.201,00</u>
		<b>534.513,10</b>	<b>807.994,07</b>
		<b>1.473.495,10</b>	<b>1.617.416,07</b>
		=====	=====

**TOPSIM GmbH, Tübingen****STATEMENT OF FINANCIAL POSITION  
AS AT MARCH 31, 2020**

	Notes	03/31/2020 €	03/31/2019 €
<b>Shareholder's Equity and Liabilities</b>			
<b>A. Shareholder's Equity</b>			
I. <u>Share capital</u>	(5)	228.600,00	228.600,00
II. <u>Accumulated loss/profit</u>		<u>-71.694,45</u>	<u>337.828,14</u>
		<b>156.905,55</b>	<b>566.428,14</b>
		-----	-----
<b>B. Current Liabilities</b>	(6)		
1. Advance payments received on account of order		142.906,66	75.784,66
2. Accounts payable		46.911,95	37.119,45
3. Other liabilities and accrued expenses		992.075,03	812.178,08
4. Short term taxes payable		<u>20.818,62</u>	<u>53.828,06</u>
		<b>1.202.712,26</b>	<b>978.910,25</b>
		-----	-----
<b>C. Deferred tax liabilities</b>	(7)	<b>113.877,29</b>	<b>72.077,68</b>
		-----	-----
		<b>1.473.495,10</b>	<b>1.617.416,07</b>
		=====	=====

## TOPSIM GmbH, Tübingen

STATEMENT OF COMPREHENSIVE INCOME  
FOR THE YEAR ENDED MARCH 31, 2020

	Notes	April 1, 2019 to March 31, 2020 €	July 3, 2018 to March 31, 2019 €
1. Sales		2.301.978,80	1.943.291,61
2. Decrease in work in progress		-96.439,55	-7.878,45
3. Production for own plant and equipment capitalized		152.662,06	0,00
4. Other operating income	(8)	4.301,44	3.944,29
5. Cost of purchased services		-584.599,02	-687.114,82
6. Personnel expenses		-1.645.955,82	-1.078.646,41
7. Depreciation		-158.019,11	-111.822,40
8. Other operating expenses	(9)	<u>-332.219,88</u>	<u>-280.767,32</u>
9. <b>Loss from ordinary operations</b>		<b>-358.291,08</b>	<b>-218.993,50</b>
10. Taxes	(10)	<u>-51.231,51</u>	<u>12.125,85</u>
11. <b>Net Income</b>		<b>-409.522,59</b>	<b>-206.867,65</b>
12. Profit carry forward		<u>337.828,14</u>	<u>544.695,79</u>
13. <b>Accumulated loss/profit</b>		<b>-71.694,45</b> =====	<b>337.828,14</b> =====

**TOPSIM GmbH, Tübingen****STATEMENT OF CHANGES IN EQUITY  
FOR THE YEAR ENDED MARCH 31, 2020**

	<b>Share capital</b>	<b>Accumulated</b>	<b>Total</b>
	<b>€</b>	<b>loss/profit</b>	<b>shareholder's</b>
		<b>€</b>	<b>equity</b>
			<b>€</b>
<b>At July 3, 2018</b>	<b>228.600,00</b>	<b>544.695,79</b>	<b>773.295,79</b>
Net income	-	-206.867,65	-206.867,65
<b>At March 31, 2019</b>	<b>228.600,00</b>	<b>337.828,14</b>	<b>566.428,14</b>
Net income	-	-409.522,59	-409.522,59
<b>At March 31, 2020</b>	<b>228.600,00</b>	<b>-71.694,45</b>	<b>156.905,55</b>

**TOPSIM GmbH, Tübingen****STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED MARCH 31, 2020**

	<b>April 1, 2019 to March 31, 2020 T€</b>	<b>July 3, 2018 to March 31, 2019 T€</b>
Net income	-409,5	-206,8
Depreciation on non-current assets	158,0	111,8
Increase/Decrease of inventories, trade receivables and other assets not attributable to investing or financing activities	373,2	-220,3
Increase/Decrease of trade payables and other liabilities not attributable to investing or financing activities	265,6	257,1
<b>Cash flows from operating activities</b>	<b>387,3</b>	<b>-58,2</b>
Purchase of equipment and intangible assets	-287,6	-17,7
<b>Cash flows from investing activities</b>	<b>-287,6</b>	<b>-17,7</b>
<b>Change in cash funds from cash relevant transactions</b>	<b>99,7</b>	<b>-75,9</b>
Cash funds at March 31, 2019/July 3, 2018	184,2	260,1
<b>Cash funds</b>	<b>283,9</b>	<b>184,2</b>

The cash funds include cash and cash equivalents.



**Notes to the financial statements 2019/20**  
**of**  
**TOPSIM GmbH**  
**Tübingen**

**General**

Nature and purpose of TOPSIM GmbH, Tübingen, Germany, business is the following:

TOPSIM® – Business Games were created by UNICON which had been founded in 1982 and has become the market leader for computer- and web-based business simulation games in the German-speaking part of Europe. Since 2006 TOPSIM® is part of TOPSIM GmbH product-portfolio.

TOPSIM® – Simulations are used by numerous **companies, education centers and universities** for professional training and education. Various TOPSIM® - Simulations are available to serve training needs. These simulations integrate specific topics (e.g. marketing, e-business or entrepreneurship) or represent specific industries and markets (e.g. Insurance or Banking). Besides the well-known TOPSIM® – Simulations, TOPSIM GmbH also offers a variety of management training sessions, from "Introduction to Business Administration for Engineers" to "Top-Executive Leadership Development" programs. TOPSIM GmbH also offers tailored simulations for organizations.

TOPSIM GmbH offers its repertoire of global experience and educational/training expertise e.g.: Animations, Assessments, Conversion and Maintenance, Courseware, Games & Game-Based Learning, Onboarding, Process Training, Product Training, Sales Training, Simulation Workshops, Soft Skills Training, Software Applications.

The company's registered address is Neckarhalde 55 in 72070 Tübingen, Germany.

The number of employees on payroll as at March 31, 2020: was 24 (March 31, 2019: 28). The company does not have any branches and subsidiaries.

**Presentation of financial statements**

The financial statements of TOPSIM GmbH, Tübingen, Germany, are based on the German financial statements which were prepared under German Generally Accepted Accounting Principles (GAAP) and were transformed according to International Financial Reporting Standards (IAS/IFRS) so that the financial statements of the company have been prepared in accordance with International Financial Reporting Standards (IFRS).

The measurement and presentation currency for the financial statements is EURO.

**Summary of significant accounting policies****Foreign currencies transactions**

There are no transactions in currencies other than EURO (€).

**Revenue Recognition**

Individual contracts with defined transaction prices were signed between topsim and the customer. Revenues from contracts are recognized when it is probable that the economic benefits associated with a transaction will flow to the enterprise and the revenues can be measured reliably. Sales are recognized net of value-added tax.

**(1) Fixed Assets**

Fixed assets are stated at cost net of accumulated depreciation. Depreciation is calculated under the straight-line method utilizing the estimated useful economic lives:

Licences and int. generated intangible assets	1 - 10 years
Fixtures	10 years
Office equipment	3 - 19 years

The gain or loss arising on the disposal or retirement of an asset is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognized in the income statement.

### Impairment of fixed assets

At each balance sheet date, the Company reviews the carrying amounts of its fixed assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any).

If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount.

	<b>Licences</b> €	<b>Fixtures</b> €	<b>Office Equipment</b> €	<b>Total</b> €
<b>Cost / Valuation</b>				
At March 31, 2019	<b>1.071.746,10</b>	<b>31.310,77</b>	<b>373.485,98</b>	<b>1.476.542,85</b>
Additions	273.775,60	0,00	13.803,51	287.579,11
Disposals	0,00	0,00	-1.657,92	-1.657,92
Transfer	1.540,00	0,00	-1.540,00	0,00
<b>At March 31, 2020</b>	<b>1.347.061,70</b>	<b>31.310,77</b>	<b>384.091,57</b>	<b>1.762.464,04</b>
<b>Accumulated Depreciation</b>				
At March 31, 2019	<b>323.583,10</b>	<b>28.596,77</b>	<b>314.940,98</b>	<b>667.120,85</b>
Charge for the year	128.514,60	2.714,00	26.790,51	158.019,11
Disposals	0,00	0,00	-1.657,92	-1.657,92
<b>At March 31, 2020</b>	<b>452.097,70</b>	<b>31.310,77</b>	<b>340.073,57</b>	<b>823.482,04</b>
<b>Net Book Value</b>				
<b>At March 31, 2020</b>	<b>894.964,00</b>	<b>0,00</b>	<b>44.018,00</b>	<b>938.982,00</b>
<b>At March 31, 2019</b>	<b>748.163,00</b>	<b>2.714,00</b>	<b>58.545,00</b>	<b>809.422,00</b>

### Leases

Leases are classified as finance leases whenever the terms of the lease substantially transfer all the risk and rewards of ownership to the lessee. The company has only marginal operating leases.

**(2) Work in progress**

Work in progress is calculated by using the percentage - of - completion method. To determine the stage of completion of contracts in progress the company used the labour - hours – method. A project time registration is in use. The labour hours for the project were multiplied with the individual costs of the employee with a additional overhead rate.

**(3) Accounts receivable and other assets**

Receivables are stated at their nominal value as reduced by lump-sum allowance of 1 percent.

**(4) Cash and cash equivalents**

Cash and cash equivalents comprise cash balances and highly liquid investments with maturities of less than one month, which are readily convertible to known amounts of cash and are not subject to risks of changes in value. The company has only Cash in banks.

**(5) Share Capital**

The nominal share capital of the company amounts to EURO 228.600,00.

The share capital was fully paid into the company by the shareholder MPS Limited, India.

**(6) Current Liabilities**

The company recognizes financial liabilities on its balance sheet when it becomes a part to a contractual obligation. Liabilities are valued at their repayment value.

**Other liabilities and accrued expenses**

Other liabilities and accrued expenses are recognized when the company has legal or contractual obligations, as a result of a past event for which it is probable that an outflow of economic benefits will be required to settle the obligation and the amount of the obligation can be estimated reliable.

	March 31, 2020 €	March 31, 2019 €
Trade payables	46.911,95	37.119,45
Accrued liabilities and other creditors	992.075,03	812.178,08
	<u>1.038.986,98</u>	<u>849.297,53</u>

**(7) Deferred tax liabilities**

Deferred tax liabilities result of recognition of intangible assets based on IFRS accounting with an amount of EURO 259.502,29. Deferred tax assets result of tax losses carried forward with an amount of EURO 145.625,00. Deferred tax assets and deferred tax liabilities match to an amount of EURO 113.877,29.

**(8) Other operating income**

Other operating income includes payments for car allowances, reversals of accruals and insurance compensations.

**(9) Other operating expenses**

	April 1, 2019 To March 31, 2020 €	July 3, 2018 to March 31, 2019 €
Cost for rental	60.593,51	47.636,85
Cost for cars	10.654,77	6.196,99
Cost of sales	82.597,55	73.444,36
Administration expenses	164.385,79	138.264,61
Other Cost	13.988,26	15.224,51
	<u>332.219,88</u>	<u>280.767,32</u>

**(10) Taxes**

Income tax comprises deferred taxes based on carried forward tax losses and differences between measurements of IFRS and tax accounting. Income tax has been computed in accordance with the laws of Germany. It is based on the result for the year as adjusted for items that are non-assessable or non-tax deductible and includes any adjustments to tax payable in respect of previous years. Deferred tax assets are recognized because of the probability of sufficient future taxable profit and measured at the tax rates that are expected to apply to the next five periods. Deferred tax assets/liabilities are calculated by a tax rate of 29,1 percent, assets and liabilities are matched.

**(11) Related parties**

The company engages in international transactions with the related party MPS Interactive Systems Limited, India. Based on the Transfer-pricing-study presented by Grant Thornton India in November 2012, project and sales support activities are billed at cost-plus method, licence revenue is charged at arms-length.

**(12) Financial instruments**

In performing its operating, investing and financial activities, the Company is exposed to the following financial risks: **credit risk, liquidity risk and market risk.**

Those risks are defined as follows:

- **Credit risk:** the possibility that a debtor will not pay at all, pay only a portion of a debt or will not pay in a timely manner.
- **Liquidity risk:** the Company defines this risk as the risk that it may not have or may not be able to raise cash funds when needed.
- **Market risk:** the risk that the value of a financial instrument will fluctuate in terms of fair value or future cash flows as a result of a fluctuation in market prices. Basically the Company is exposed to the market price risk:
  - **Currency rate risk**

In order to effectively manage those risks, Management has approved some strategies for the management of financial risks, which are in line with corporate objectives. These guidelines set forth the short and long term objectives and action to be taken in order to manage the financial risks that the company faces.

**Credit risk**

The company controls its exposure to credit risk by setting limits on its exposure to individual customers. There are no significant concentrations of credit risk.

**Liquidity risk**

The company manages liquidity risk on the basis of expected maturity dates. At present the company expects to pay all liabilities at their contractual maturity. In order to meet such cash commitments the company expects the operating activity to generate sufficient cash inflows. In addition, the company holds financial assets for which there is a liquid market and that are readily available to meet liquidity needs.

### Foreign currency risk

There are no significant foreign currency risks.

### Managing Director

Rahul Arora, Indien

Christian Mutzner, Schweiz - since April 9, 2020

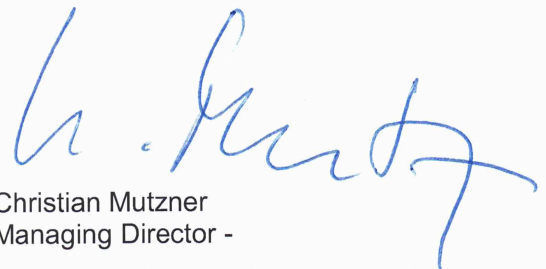
Tübingen, April 20, 2020

TOPSIM GmbH

**RAHUL  
ARORA**

Rahul Arora  
- Managing Director -

Digitally signed by RAHUL ARORA  
DN: cn=IN, o=Personal,  
2.5.4.20=f188f6d7324534b17592  
176daa9129c09e794987a87867b  
c561ee9d63d72,  
postalCode=201301, st=UTTAR  
PRADESH,  
serialNumber=dec2966a206709d8  
d531013902b87eccda7df31e8a2e  
ecee1813c0b01b205b,  
cn=RAHUL ARORA  
Date: 2020.05.05 19:28:55 +05'30'



Christian Mutzner  
- Managing Director -

# General Engagement Terms

for

## Wirtschaftsprüfer und 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.