
Audit Report

Scholz Holding GmbH
Essingen

Annual Financial Statements
for the period ending December 31, 2017

Auditor's Report

(Translation - the German text is authoritative)



Appendices	Page
Financial Statements for the Period ending December 31, 2017.....	1
1. Balance Sheet as of December 31, 2017.....	2
2. Income Statement for the period from 1 January to 31 December 2017.....	5
3. Notes to the Financial Statements for 2017.....	7
Auditor's Report.....	1

General Engagement Terms for Wirtschaftsprüfer and
Wirtschaftsprüfungsgesellschaften dated January 1, 2017

Allgemeine Auftragsbedingungen für Wirtschaftsprüfer und
Wirtschaftsprüfungsgesellschaften vom 1. Januar 2017

**Financial Statements for the Period
ending December 31, 2017**

Scholz Holding GmbH, Essingen
Balance Sheet as of December 31, 2017

Assets	EUR	12/31/2017 EUR	12/31/2016 EUR k
A. Fixed assets			
I. Property, plant and equipment			
1. Other equipment, furniture and fixtures	29.230		39
	<u>29.230</u>		<u>39</u>
II. Financial assets			
1. Shares in affiliates	105.552.140		259.991
2. Equity investments	<u>352.654</u>		<u>2.043</u>
	<u>105.904.794</u>		<u>262.034</u>
	105.934.024		262.073
B. Current assets			
I. Receivables and other assets			
1. Trade receivables	31.573		18
2. Receivables from affiliates	7.215.614		14.165
3. Receivables from other investees and investors	617.339		625
4. Other assets	<u>160.021</u>		<u>2.598</u>
	<u>8.024.548</u>		<u>17.407</u>
II. Cash on hand and bank balances	<u>1.392.240</u>		<u>1.504</u>
	9.416.787		18.911
C. Prepaid expenses	<u>22.769</u>		<u>25</u>
	22.769		
	<u>115.373.580</u>		<u>281.009</u>

Equity and liabilities		12/31/2017	12/31/2016
		EUR	EUR k
A.	Equity		
I.	Subscribed capital	50.000.002	50.000
II.	Capital reserves	290.478.339	76.467
III.	Revenue reserves	7.279.255	7.279
IV.	Accumulated loss (prior year: accumulated profit)	<u>-312.489.914</u>	<u>17.988</u>
	 35.267.682 151.734
B.	Provisions		
1.	Tax provisions	1.257.000	6.144
2.	Other provisions	<u>1.997.618</u>	<u>4.089</u>
	 3.254.618 10.233
C.	Liabilities		
1.	Bonds	5.803.500	5.804
2.	Liabilities to banks	0	0
3.	Trade payables	91.317	1.373
4.	Liabilities to affiliates	70.766.051	109.620
5.	Liabilities to other investees and investors	21.208	95
6.	Other liabilities	<u>169.204</u>	<u>2.149</u>
	 76.851.281 119.041
		<u>115.373.580</u>	<u>281.009</u>

Scholz Holding GmbH, Essingen
Income Statement for the period from January 1, 2017 to December 31, 2017

	EUR	2017 EUR	2016 EUR k
1. Other operating income thereof from foreign currency translation: EUR 301k (prior year: EUR 3.799k)		7.006.543	509.907
2. Personnel expenses			
a) Wages and salaries	161.372		685
b) Social security, pensions and other benefit costs thereof for old-age pensions: EUR 0k (prior year: EUR 0k)	1.746		28
	<u>163.118</u>		<u>712</u>
3. Amortization, depreciation and write-downs			
a) of intangible assets and property, plant and equipment	10.457		2
b) of current assets in excess of write-downs which are customary for the company	613		13.936
	<u>11.070</u>		<u>13.938</u>
4. Other operating expenses thereof from foreign currency translation: EUR 634k (prior year: EUR 6.737k)	8.924.972		61.406
		9.099.160	<u>76.056</u>
5. Income from equity investments thereof from affiliates: EUR 0k (prior year: EUR 0k)	13		320
6. Income from loans classified as fixed financial assets thereof from affiliates: EUR 0k (prior year: EUR 283k)	0		485
7. Other interest and similar income thereof from affiliates: EUR 938k (prior year: EUR 16.318k)	1.005.122		17.768
8. Write-downs of financial assets	325.580.379		2.113
9. Interest and similar expenses thereof from affiliates: EUR 3.494k (prior year: EUR 3.324k) thereof expenses from unwinding the discounting of liabilities and other provisions: EUR 0k (prior year: EUR 0k)	3.835.904		40.170
		-328.411.148	<u>-23.711</u>
10. Income taxes thereof income from changes in recognized deferred taxes EUR 0k (prior year expense of EUR 30.987k)		36.271	30.609
11. Net earnings after taxes		<u>-330.467.494</u>	<u>440.749</u>
12. Other taxes		10.467	-1
13. Net loss for the year (prior year: net profit)		<u>-330.477.962</u>	<u>440.750</u>

Scholz Holding GmbH, Essingen

Notes to the Financial Statements for 2017

In General

Scholz Holding GmbH (“SHG”) has its registered office in Essingen and is entered in the commercial register of Ulm Local Court (HR B Reg. No. 730756).

As of the balance sheet date of December 31, 2017, SHG is a small corporation as defined by Section 267 HGB (previous year: medium-sized corporation).

The annual financial statements are prepared in accordance with the accounting principles for corporations set out in the German Commercial Code (Handelsgesetzbuch / HGB) in the version of the German Accounting Directives Implementation Act (Bilanzrichtlinie-Umsetzungsgesetz / BilRUG), taking account of the German Limited Liability Companies Act (“Gesetz betreffend die Gesellschaften mit beschränkter Haftung” / GmbHG).

The income statement has been prepared in accordance with the total cost method pursuant to Section 275 (2) HGB.

The financial year corresponds to the calendar year.

In order to improve the clarity of presentation, we have provided details on the inclusion of other items and on the “of which” details of the balance sheet and the income statement in these notes.

The location of the management of SHG has been located in Surrey, United Kingdom, since January 14, 2016, (so-called “COMI” - Center of Main Interest).

SHG is included in the consolidated financial statements of Chiho Environmental Group Limited, Grand Cayman, Cayman Island (CEG). In accordance herewith, all companies included in this consolidated group in the course of full consolidation are regarded as “affiliated companies” (Section 271 (2) HGB).

As at December 31, 2017, SHG held shares in various companies, in particular a 20 % share in Scholz Recycling GmbH, Essingen (SRG).

CEG carried out an increase to SRG’s subscribed capital through cash contribution of EUR 80 million with effect from June 29, 2017 to repay loans which were provided by previous lenders. Since that date, CEG has held 80 % of the shares in SRG.

(Translation - the German text is authoritative)

As of the date of the capital increase, SHG is no longer parent company of the Scholz Group.

Accounting and valuation methods

Tangible assets are carried at cost and, if subject to wear and tear, reduced by scheduled straight-line depreciation. Unscheduled write-downs are performed if an impairment in value has arisen that is expected to be permanent. Tangible assets are depreciated on a straight-line basis based on their anticipated useful lives (2 to 50 years). Depreciation on additions to tangible assets is charged pro rata temporis. From financial year 2010, low-value assets up to a net individual value of € 410.00 are fully written off in the year of acquisition or recognized as an expense.

In the case of **financial assets**, share rights are capitalized at acquisition cost or, in the case of a permanent impairment in value, at their lower fair value based on the corporate values determined by DCF method.

Receivables and other assets are carried at their nominal values. Account has been taken of all risky items by forming appropriate specific valuation allowances. The general credit risk is reflected by global deductions.

Cash and cash equivalents are stated at their nominal value on the balance sheet date.

Prepaid expenses and deferred charges include payments made before the balance sheet date insofar as they represent expenditure for a certain period after that date.

Subscribed capital is stated at its nominal value.

Provisions for taxes and other provisions account for all uncertain liabilities and anticipated losses from pending transactions. They are reported at the repayment amount deemed appropriate according to sound business judgment (i.e. including future cost and price increases).

Liabilities are stated at their amounts repayable.

Foreign-currency assets and liabilities were generally translated at the mean exchange rate on the balance sheet date. If the remaining term is more than one year, the realization principle (Section 252 (1) No. 4 Sub-clause 2 HGB) and the cost principle (Section 253 (1) Sentence 1 Clause 1 HGB) are taken into account.

Notes to the balance sheet

Financial assets

Financial assets consist primarily of the shares in SRG and shares in another four companies of subordinate significance reported under shares in affiliated companies. The shares in SRG were increased through the payment of a cash amount of T€ 24,011 as well as through the exempting assumption of debt to an amount of T€ 150,000. **Non-scheduled depreciation** due to expected permanent impairment was applied to the valuation of **shares in affiliated companies** pursuant to Section 253 (3) Clause 5 HGB to an amount of T€ 325,580 (previous year: T€ 2,113). The value adjustment results from the shift in the shareholding structure due to the capital increase carried out by CEG at SRG during the financial year in order to repay a super-senior loan and other loans which were provided by previous lenders. SHG shareholding was since been reduced from formerly 100 % to currently 20 %.

Receivables and other assets

As in the previous year, all receivables and other assets are due within one year. Receivables from affiliated companies at T€ 7,216 (previous year: T€ 14,165) primarily consist of loans granted (T€ 5,904, previous year: T€ 12,032) and cash pooling and other receivables (T€ 1,312, previous year: T€ 2,133) relating to companies of the Scholz Group. Receivables from other investees and investors primarily result from financial transactions to an amount of T€ 480 (previous year: T€ 619). Other assets include tax receivables to an amount of T€ 81 (previous year (T€ 1,191).

Bank balances

Bank balances include current accounts.

Subscribed capital

Share capital at € 50.0 million was increased by € 2.0 by Chiho Renewable Development Limited. The share capital was increased by a total of € 2.0 by issuing two new shares to a nominal amount of € 1.0 each.

Capital reserves

The capital reserves were increased by Chiho Renewable Development Limited by payment of a cash amount of T€ 24,011 and through exempting debt assumption for intragroup loans and contribution of the nominal value of the liabilities to an amount of T€ 190,000. **Revenue reserves** consist of other revenue reserves as defined by Section 272 (3) HGB.

The **net retained loss** includes a profit carryforward to an amount of € 17,988.

Provisions

Tax provisions have been recognized for expected tax payments in the course of the tax audit (T€ 1,257, previous year: T€ 6,144).

Other provisions were primarily formed for outstanding invoice receipts (T€ 1,498, previous year: T€ 1,810), costs for financial statements (T€ 123, previous year: T€ 1,750), contingent liabilities (T€ 377, previous year: T€ 528) and employer's liability insurance (T€ 0, previous year: T€ 1).

Liabilities

The individual residual terms of liabilities are as follows:

Type of liability (in T€)	Residual term			Total	
	up to 1 year	more than 1 year	of which more than 5 years	12/31/2017	12/31/2016
1. Loans	5,803	0	0	5,803	
(previous year)	(5,803)	0	0		(5,803)
2. Bank loans and overdrafts	0	0	0	0	
(previous year)	0	0	0		0
3. Trade payables	91	0	0	91	
(previous year)	(1,373)	0	0		(1,373)
4. Payables to affiliated companies	14,168	56,598	0	70,766	
(previous year)	0	(109,620)	0		(109,620)
5. Liabilities to other investees and investors	21	0	0	21	
(previous year)	(95)	0	0		(95)
6. Other liabilities	169	0	0	169	
(previous year)	(2,149)	0	0		(2,149)
- of which taxes	45	0	0	45	
(previous year)	(2,005)	0	0		(2,005)

(Translation - the German text is authoritative)

Liabilities to affiliated companies mainly relate to liabilities from Group financing (T€ 62,148, previous year: T€ 102,735), as well as other financial liabilities (T€ 8,618, previous year: T€ 6,885). Payables to affiliated companies include T€ 60,493 (previous year: T€ 96,999) to the shareholder.

There are liabilities to other investees and investors to an amount of T€ 21 (previous year: T€ 95).

Notes on the income statement

Other operating income

Other operating income includes off-period income from the reversal of provisions (T€ 5,010, previous year: T€ 3,337), from the reversal of allowances for debts (T€ 337, previous year: T€ 1,182) and from the refund of input tax in past years to an amount of T€ 451.

In addition, other operating income also consists of the waiver of receivables (T€ 11, previous year: T€ 3,798), exchange rate gains (T€ 301, previous year: T€ 3,799) and a variety of non-material individual items.

Depreciation of current assets insofar as this is in excess of the customary level of write-downs for the Company

There was no occurrence of any material depreciation of receivables from affiliated companies or other long-term investees and investors in excess of the customary level within the Company (previous year: T€ 13,936).

Other operating expenses

Other operating expenses include the following expenses of exceptional scale or exceptional significance:

- Legal and advisory costs T€ 2,880 (previous year: T€ 35,984)

In contrast, the following other operating expenses were no longer of exceptional scale or exceptional significance in financial year 2017:

- Services from Scholz Management Service GmbH T€ 2,327 (previous year: T€ 8,537)
- Non-deductible input tax T€ 1,666 (previous year: T€ 2,892)
- Addition to specific valuation allowance T€ 0 (previous year: T€ 2,092)

Furthermore, other operating expenses also include exchange rate losses to an amount of T€ 634 (previous year: T€ 6,737).

Other interest and similar income

Other interest and similar income include income from affiliated companies of T€ 940 (previous year: T€ 16,318).

Other interest and similar expenses

Interest and similar expenses include those relating to affiliated companies to an amount of T€ 3,494 (previous year: T€ 3,324). Interest expenses to third parties were incurred to an amount of T€ 342 in 2017 (previous year: T€ 31,003).

Depreciation of financial assets

The depreciation reported under no. 8 in the income statement in financial year 2017 refers to non-scheduled depreciation as defined by Section 253 (3) Clause 3 HGB on the shares in SRG to an amount of T€ 325,580 (previous year: T€ 2,113). These represent extraordinary expenses and result from the reduced shareholding of SHG in SRG due to the disproportionate capital increase of SRG.

Taxes on income

Tax income to an amount of T€ 36 arose in financial year 2017, of which off-period: T€ 0 (previous year: tax income T€ 30,609).

Other disclosures

Employees

The Company had an average number of 3 employees during the financial year (previous year: 3).

Contingent liabilities in T€

	<u>2017</u>	<u>2016</u>
From guarantees	40,579	59,442
of which in favor of affiliated companies	(39,053)	(57,255)
From indemnity agreements	287,838	151,545
of which in favor of affiliated companies	<u>(287,541)</u>	<u>(148,243)</u>
Total	328,417	210,987
of which in favor of affiliated companies	<u>(326,594)</u>	<u>(205,498)</u>

Liabilities from guarantees mainly relate to various banks and leasing companies.

Liabilities from indemnity agreements consist of guarantees and comfort letters relating primarily to various banks and leasing companies.

There were no other contingent liabilities on the balance sheet date that should be disclosed in the notes to the financial statement or accounted for on the balance sheet.

On the basis of a continuing positive going-concern assumption, the risk of **claims arising from the individual contingent liabilities** is currently assessed in such a way that it is expected that the companies will be in a position to meet their contractual obligations.

Other financial obligations and off-balance-sheet transactions**Rental and leasing agreements**

There are no rental and leasing agreements in SHG.

Group affiliation

CEG carried out an increase to SRG's subscribed capital through cash contribution of EUR 80 million with effect from June 29, 2017. As of the date of the capital increase, SHG is no longer parent company of the Scholz Group. Further details can be found above in the section "In General".

The Company is generally obliged under Section 290 (1) to (4) HGB to prepare consolidated financial statements and a group management report and have them audited in accordance with Section 316 et seqq. HGB. Since the subsidiary/subsidiaries need not be included in the consolidated financial statements pursuant to Section 296 HGB, consolidated financial statements were admissibly not prepared pursuant to Section 290 (5) HGB.

The Company's annual financial statements are included in the consolidated financial statements of Chiho Environmental Group Limited, Grand Cayman, Cayman Island. The consolidated financial statements of CEG are available from the latter's website (<http://chihogroup.com/Home/Relationship/investorFinance>).

Redhill, Surrey, United Kingdom, October 5, 2018

Mark Howard Filer

Alice Amanda Elisabeth Childs

Mike Diamond

Richard Anthony Lynn

Kian Guan Goh

INDEPENDENT AUDITOR'S REPORT

To Scholz Holding GmbH, Essingen

Audit Opinion

We have audited the annual financial statements of Scholz Holding GmbH, Essingen, which comprise the Balance Sheet as at 31 December 2017, and the Income Statement for the financial year from 1 January to 31 December 2017 and Notes to the Financial Statements, including the recognition and measurement policies presented therein.

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 and give a true and fair view of the assets, liabilities and financial position of the Company as at 31 December 2017 and of its financial performance for the financial year from 1 January to 31 December 2017 in compliance with German Legally Required Accounting Principles.

Pursuant to § [Article] 322 Abs. [paragraph] 3 Satz [sentence] 1 HGB [Handelsgesetzbuch: German Commercial Code], 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 § 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 for the Annual Financial Statements

The executive directors are responsible for the preparation of the annual financial statements that comply, in all material respects, with the requirements of German commercial law, 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 directors are responsible for such internal control as they, in accordance with German Legally Required Accounting Principles, have 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 directors are responsible for assessing the Company's ability to continue as a going concern. They also have the responsibility for disclosing, as applicable, matters related to going concern. In addition, they are responsible for financial reporting based on the going concern basis of accounting, provided no actual or legal circumstances conflict therewith.

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 § 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 judgment and maintain professional skepticism throughout the audit. 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 controls.
- 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 this system of the Company.
- Evaluate the appropriateness of accounting policies used by the executive directors and the reasonableness of estimates made by the executive directors and related disclosures.
- Conclude on the appropriateness of the executive directors' 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 the auditor's report to the related disclosures in the annual financial statements or, if such disclosures are inadequate, to modify our audit 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.

Nuremberg, October 5, 2018

PricewaterhouseCoopers GmbH
Wirtschaftsprüfungsgesellschaft

Marco See
Wirtschaftsprüfer
(German Public Auditor)

Norbert Heinzelmann
Wirtschaftsprüfer
(German Public Auditor)

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.

Allgemeine Auftragsbedingungen

für Wirtschaftsprüfer und Wirtschaftsprüfungsgesellschaften vom 1. Januar 2017

1. Geltungsbereich

(1) Die Auftragsbedingungen gelten für Verträge zwischen Wirtschaftsprüfern oder Wirtschaftsprüfungsgesellschaften (im Nachstehenden zusammenfassend „Wirtschaftsprüfer“ genannt) und ihren Auftraggebern über Prüfungen, Steuerberatung, Beratungen in wirtschaftlichen Angelegenheiten und sonstige Aufträge, soweit nicht etwas anderes ausdrücklich schriftlich vereinbart oder gesetzlich zwingend vorgeschrieben ist.

(2) Dritte können nur dann Ansprüche aus dem Vertrag zwischen Wirtschaftsprüfer und Auftraggeber herleiten, wenn dies ausdrücklich vereinbart ist oder sich aus zwingenden gesetzlichen Regelungen ergibt. Im Hinblick auf solche Ansprüche gelten diese Auftragsbedingungen auch diesen Dritten gegenüber.

2. Umfang und Ausführung des Auftrags

(1) Gegenstand des Auftrags ist die vereinbarte Leistung, nicht ein bestimmter wirtschaftlicher Erfolg. Der Auftrag wird nach den Grundsätzen ordnungsmäßiger Berufsausübung ausgeführt. Der Wirtschaftsprüfer übernimmt im Zusammenhang mit seinen Leistungen keine Aufgaben der Geschäftsführung. Der Wirtschaftsprüfer ist für die Nutzung oder Umsetzung der Ergebnisse seiner Leistungen nicht verantwortlich. Der Wirtschaftsprüfer ist berechtigt, sich zur Durchführung des Auftrags sachverständiger Personen zu bedienen.

(2) Die Berücksichtigung ausländischen Rechts bedarf – außer bei betriebswirtschaftlichen Prüfungen – der ausdrücklichen schriftlichen Vereinbarung.

(3) Ändert sich die Sach- oder Rechtslage nach Abgabe der abschließenden beruflichen Äußerung, so ist der Wirtschaftsprüfer nicht verpflichtet, den Auftraggeber auf Änderungen oder sich daraus ergebende Folgerungen hinzuweisen.

3. Mitwirkungspflichten des Auftraggebers

(1) Der Auftraggeber hat dafür zu sorgen, dass dem Wirtschaftsprüfer alle für die Ausführung des Auftrags notwendigen Unterlagen und weiteren Informationen rechtzeitig übermittelt werden und ihm von allen Vorgängen und Umständen Kenntnis gegeben wird, die für die Ausführung des Auftrags von Bedeutung sein können. Dies gilt auch für die Unterlagen und weiteren Informationen, Vorgänge und Umstände, die erst während der Tätigkeit des Wirtschaftsprüfers bekannt werden. Der Auftraggeber wird dem Wirtschaftsprüfer geeignete Auskunftspersonen benennen.

(2) Auf Verlangen des Wirtschaftsprüfers hat der Auftraggeber die Vollständigkeit der vorgelegten Unterlagen und der weiteren Informationen sowie der gegebenen Auskünfte und Erklärungen in einer vom Wirtschaftsprüfer formulierten schriftlichen Erklärung zu bestätigen.

4. Sicherung der Unabhängigkeit

(1) Der Auftraggeber hat alles zu unterlassen, was die Unabhängigkeit der Mitarbeiter des Wirtschaftsprüfers gefährdet. Dies gilt für die Dauer des Auftragsverhältnisses insbesondere für Angebote auf Anstellung oder Übernahme von Organfunktionen und für Angebote, Aufträge auf eigene Rechnung zu übernehmen.

(2) Sollte die Durchführung des Auftrags die Unabhängigkeit des Wirtschaftsprüfers, die der mit ihm verbundenen Unternehmen, seiner Netzwerkunternehmen oder solcher mit ihm assoziierten Unternehmen, auf die die Unabhängigkeitsvorschriften in gleicher Weise Anwendung finden wie auf den Wirtschaftsprüfer, in anderen Auftragsverhältnissen beeinträchtigen, ist der Wirtschaftsprüfer zur außerordentlichen Kündigung des Auftrags berechtigt.

5. Berichterstattung und mündliche Auskünfte

Soweit der Wirtschaftsprüfer Ergebnisse im Rahmen der Bearbeitung des Auftrags schriftlich darzustellen hat, ist alleine diese schriftliche Darstellung maßgebend. Entwürfe schriftlicher Darstellungen sind unverbindlich. Sofern nicht anders vereinbart, sind mündliche Erklärungen und Auskünfte des Wirtschaftsprüfers nur dann verbindlich, wenn sie schriftlich bestätigt werden. Erklärungen und Auskünfte des Wirtschaftsprüfers außerhalb des erteilten Auftrags sind stets unverbindlich.

6. Weitergabe einer beruflichen Äußerung des Wirtschaftsprüfers

(1) Die Weitergabe beruflicher Äußerungen des Wirtschaftsprüfers (Arbeitsergebnisse oder Auszüge von Arbeitsergebnissen – sei es im Entwurf oder in der Endfassung) oder die Information über das Tätigwerden des Wirtschaftsprüfers für den Auftraggeber an einen Dritten bedarf der schriftlichen Zustimmung des Wirtschaftsprüfers, es sei denn, der Auftraggeber ist zur Weitergabe oder Information aufgrund eines Gesetzes oder einer behördlichen Anordnung verpflichtet.

(2) Die Verwendung beruflicher Äußerungen des Wirtschaftsprüfers und die Information über das Tätigwerden des Wirtschaftsprüfers für den Auftraggeber zu Werbezwecken durch den Auftraggeber sind unzulässig.

7. Mängelbeseitigung

(1) Bei etwaigen Mängeln hat der Auftraggeber Anspruch auf Nacherfüllung durch den Wirtschaftsprüfer. Nur bei Fehlschlagen, Unterlassen bzw. unrechtmäßiger Verweigerung, Unzumutbarkeit oder Unmöglichkeit der Nacherfüllung kann er die Vergütung mindern oder vom Vertrag zurücktreten; ist der Auftrag nicht von einem Verbraucher erteilt worden, so kann der Auftraggeber wegen eines Mangels nur dann vom Vertrag zurücktreten, wenn die erbrachte Leistung wegen Fehlschlagens, Unterlassung, Unzumutbarkeit oder Unmöglichkeit der Nacherfüllung für ihn ohne Interesse ist. Soweit darüber hinaus Schadensersatzansprüche bestehen, gilt Nr. 9.

(2) Der Anspruch auf Beseitigung von Mängeln muss vom Auftraggeber unverzüglich in Textform geltend gemacht werden. Ansprüche nach Abs. 1, die nicht auf einer vorsätzlichen Handlung beruhen, verjähren nach Ablauf eines Jahres ab dem gesetzlichen Verjährungsbeginn.

(3) Offenbare Unrichtigkeiten, wie z.B. Schreibfehler, Rechenfehler und formelle Mängel, die in einer beruflichen Äußerung (Bericht, Gutachten und dgl.) des Wirtschaftsprüfers enthalten sind, können jederzeit vom Wirtschaftsprüfer auch Dritten gegenüber berichtigt werden. Unrichtigkeiten, die geeignet sind, in der beruflichen Äußerung des Wirtschaftsprüfers enthaltene Ergebnisse infrage zu stellen, berechtigen diesen, die Äußerung auch Dritten gegenüber zurückzunehmen. In den vorgenannten Fällen ist der Auftraggeber vom Wirtschaftsprüfer tunlichst vorher zu hören.

8. Schweigepflicht gegenüber Dritten, Datenschutz

(1) Der Wirtschaftsprüfer ist nach Maßgabe der Gesetze (§ 323 Abs. 1 HGB, § 43 WPO, § 203 StGB) verpflichtet, über Tatsachen und Umstände, die ihm bei seiner Berufstätigkeit anvertraut oder bekannt werden, Stillschweigen zu bewahren, es sei denn, dass der Auftraggeber ihn von dieser Schweigepflicht entbindet.

(2) Der Wirtschaftsprüfer wird bei der Verarbeitung von personenbezogenen Daten die nationalen und europarechtlichen Regelungen zum Datenschutz beachten.

9. Haftung

(1) Für gesetzlich vorgeschriebene Leistungen des Wirtschaftsprüfers, insbesondere Prüfungen, gelten die jeweils anzuwendenden gesetzlichen Haftungsbeschränkungen, insbesondere die Haftungsbeschränkung des § 323 Abs. 2 HGB.

(2) Sofern weder eine gesetzliche Haftungsbeschränkung Anwendung findet noch eine einzelvertragliche Haftungsbeschränkung besteht, ist die Haftung des Wirtschaftsprüfers für Schadensersatzansprüche jeder Art, mit Ausnahme von Schäden aus der Verletzung von Leben, Körper und Gesundheit, sowie von Schäden, die eine Ersatzpflicht des Herstellers nach § 1 ProdHaftG begründen, bei einem fahrlässig verursachten einzelnen Schadensfall gemäß § 54a Abs. 1 Nr. 2 WPO auf 4 Mio. € beschränkt.

(3) Einreden und Einwendungen aus dem Vertragsverhältnis mit dem Auftraggeber stehen dem Wirtschaftsprüfer auch gegenüber Dritten zu.

(4) Leiten mehrere Anspruchsteller aus dem mit dem Wirtschaftsprüfer bestehenden Vertragsverhältnis Ansprüche aus einer fahrlässigen Pflichtverletzung des Wirtschaftsprüfers her, gilt der in Abs. 2 genannte Höchstbetrag für die betreffenden Ansprüche aller Anspruchsteller insgesamt.

(5) Ein einzelner Schadensfall im Sinne von Abs. 2 ist auch bezüglich eines aus mehreren Pflichtverletzungen stammenden einheitlichen Schadens gegeben. Der einzelne Schadensfall umfasst sämtliche Folgen einer Pflichtverletzung ohne Rücksicht darauf, ob Schäden in einem oder in mehreren aufeinanderfolgenden Jahren entstanden sind. Dabei gilt mehrfaches auf gleicher oder gleichartiger Fehlerquelle beruhendes Tun oder Unterlassen als einheitliche Pflichtverletzung, wenn die betreffenden Angelegenheiten miteinander in rechtllichem oder wirtschaftlichem Zusammenhang stehen. In diesem Fall kann der Wirtschaftsprüfer nur bis zur Höhe von 5 Mio. € in Anspruch genommen werden. Die Begrenzung auf das Fünffache der Mindestversicherungssumme gilt nicht bei gesetzlich vorgeschriebenen Pflichtprüfungen.

(6) Ein Schadensersatzanspruch erlischt, wenn nicht innerhalb von sechs Monaten nach der schriftlichen Ablehnung der Ersatzleistung Klage erhoben wird und der Auftraggeber auf diese Folge hingewiesen wurde. Dies gilt nicht für Schadensersatzansprüche, die auf vorsätzliches Verhalten zurückzuführen sind, sowie bei einer schuldhaften Verletzung von Leben, Körper oder Gesundheit sowie bei Schäden, die eine Ersatzpflicht des Herstellers nach § 1 ProdHaftG begründen. Das Recht, die Einrede der Verjährung geltend zu machen, bleibt unberührt.

10. Ergänzende Bestimmungen für Prüfungsaufträge

(1) Ändert der Auftraggeber nachträglich den durch den Wirtschaftsprüfer geprüften und mit einem Bestätigungsvermerk versehenen Abschluss oder Lagebericht, darf er diesen Bestätigungsvermerk nicht weiterverwenden.

Hat der Wirtschaftsprüfer einen Bestätigungsvermerk nicht erteilt, so ist ein Hinweis auf die durch den Wirtschaftsprüfer durchgeführte Prüfung im Lagebericht oder an anderer für die Öffentlichkeit bestimmter Stelle nur mit schriftlicher Einwilligung des Wirtschaftsprüfers und mit dem von ihm genehmigten Wortlaut zulässig.

(2) Widerruft der Wirtschaftsprüfer den Bestätigungsvermerk, so darf der Bestätigungsvermerk nicht weiterverwendet werden. Hat der Auftraggeber den Bestätigungsvermerk bereits verwendet, so hat er auf Verlangen des Wirtschaftsprüfers den Widerruf bekanntzugeben.

(3) Der Auftraggeber hat Anspruch auf fünf Berichtsaufwertigungen. Weitere Aufwertigungen werden besonders in Rechnung gestellt.

11. Ergänzende Bestimmungen für Hilfeleistung in Steuersachen

(1) Der Wirtschaftsprüfer ist berechtigt, sowohl bei der Beratung in steuerlichen Einzelfragen als auch im Falle der Dauerberatung die vom Auftraggeber genannten Tatsachen, insbesondere Zahlenangaben, als richtig und vollständig zugrunde zu legen; dies gilt auch für Buchführungsaufträge. Er hat jedoch den Auftraggeber auf von ihm festgestellte Unrichtigkeiten hinzuweisen.

(2) Der Steuerberatungsauftrag umfasst nicht die zur Wahrung von Fristen erforderlichen Handlungen, es sei denn, dass der Wirtschaftsprüfer hierzu ausdrücklich den Auftrag übernommen hat. In diesem Fall hat der Auftraggeber dem Wirtschaftsprüfer alle für die Wahrung von Fristen wesentlichen Unterlagen, insbesondere Steuerbescheide, so rechtzeitig vorzulegen, dass dem Wirtschaftsprüfer eine angemessene Bearbeitungszeit zur Verfügung steht.

(3) Mangels einer anderweitigen schriftlichen Vereinbarung umfasst die laufende Steuerberatung folgende, in die Vertragsdauer fallenden Tätigkeiten:

- a) Ausarbeitung der Jahressteuererklärungen für die Einkommensteuer, Körperschaftsteuer und Gewerbesteuer sowie der Vermögensteuererklärungen, und zwar auf Grund der vom Auftraggeber vorzulegenden Jahresabschlüsse und sonstiger für die Besteuerung erforderlicher Aufstellungen und Nachweise
- b) Nachprüfung von Steuerbescheiden zu den unter a) genannten Steuern
- c) Verhandlungen mit den Finanzbehörden im Zusammenhang mit den unter a) und b) genannten Erklärungen und Bescheiden
- d) Mitwirkung bei Betriebsprüfungen und Auswertung der Ergebnisse von Betriebsprüfungen hinsichtlich der unter a) genannten Steuern
- e) Mitwirkung in Einspruchs- und Beschwerdeverfahren hinsichtlich der unter a) genannten Steuern.

Der Wirtschaftsprüfer berücksichtigt bei den vorgenannten Aufgaben die wesentliche veröffentlichte Rechtsprechung und Verwaltungsauffassung.

(4) Erhält der Wirtschaftsprüfer für die laufende Steuerberatung ein Pauschalhonorar, so sind mangels anderweitiger schriftlicher Vereinbarungen die unter Abs. 3 Buchst. d) und e) genannten Tätigkeiten gesondert zu honorieren.

(5) Sofern der Wirtschaftsprüfer auch Steuerberater ist und die Steuerberatervergütungsverordnung für die Bemessung der Vergütung anzuwenden ist, kann eine höhere oder niedrigere als die gesetzliche Vergütung in Textform vereinbart werden.

(6) Die Bearbeitung besonderer Einzelfragen der Einkommensteuer, Körperschaftsteuer, Gewerbesteuer, Einheitsbewertung und Vermögensteuer sowie aller Fragen der Umsatzsteuer, Lohnsteuer, sonstigen Steuern und Abgaben erfolgt auf Grund eines besonderen Auftrags. Dies gilt auch für

- a) die Bearbeitung einmalig anfallender Steuerangelegenheiten, z.B. auf dem Gebiet der Erbschaftsteuer, Kapitalverkehrsteuer, Grunderwerbsteuer,
- b) die Mitwirkung und Vertretung in Verfahren vor den Gerichten der Finanz- und der Verwaltungsgerichtsbarkeit sowie in Steuerstrafsachen,
- c) die beratende und gutachtliche Tätigkeit im Zusammenhang mit Umwandlungen, Kapitalerhöhung und -herabsetzung, Sanierung, Eintritt und Ausscheiden eines Gesellschafters, Betriebsveräußerung, Liquidation und dergleichen und
- d) die Unterstützung bei der Erfüllung von Anzeige- und Dokumentationspflichten.

(7) Soweit auch die Ausarbeitung der Umsatzsteuerjahreserklärung als zusätzliche Tätigkeit übernommen wird, gehört dazu nicht die Überprüfung etwaiger besonderer buchmäßiger Voraussetzungen sowie die Frage, ob alle in Betracht kommenden umsatzsteuerrechtlichen Vergünstigungen wahrgenommen worden sind. Eine Gewähr für die vollständige Erfassung der Unterlagen zur Geltendmachung des Vorsteuerabzugs wird nicht übernommen.

12. Elektronische Kommunikation

Die Kommunikation zwischen dem Wirtschaftsprüfer und dem Auftraggeber kann auch per E-Mail erfolgen. Soweit der Auftraggeber eine Kommunikation per E-Mail nicht wünscht oder besondere Sicherheitsanforderungen stellt, wie etwa die Verschlüsselung von E-Mails, wird der Auftraggeber den Wirtschaftsprüfer entsprechend in Textform informieren.

13. Vergütung

(1) Der Wirtschaftsprüfer hat neben seiner Gebühren- oder Honorarforderung Anspruch auf Erstattung seiner Auslagen; die Umsatzsteuer wird zusätzlich berechnet. Er kann angemessene Vorschüsse auf Vergütung und Auslagenersatz verlangen und die Auslieferung seiner Leistung von der vollen Befriedigung seiner Ansprüche abhängig machen. Mehrere Auftraggeber haften als Gesamtschuldner.

(2) Ist der Auftraggeber kein Verbraucher, so ist eine Aufrechnung gegen Forderungen des Wirtschaftsprüfers auf Vergütung und Auslagenersatz nur mit unbestrittenen oder rechtskräftig festgestellten Forderungen zulässig.

14. Streitschlichtungen

Der Wirtschaftsprüfer ist nicht bereit, an Streitbeilegungsverfahren vor einer Verbraucherschlichtungsstelle im Sinne des § 2 des Verbraucherstreitbeilegungsgesetzes teilzunehmen.

15. Anzuwendendes Recht

Für den Auftrag, seine Durchführung und die sich hieraus ergebenden Ansprüche gilt nur deutsches Recht.

