

# Tech Law Clinics 2021

## Judgment No. 1

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### Conclusions

On the basis of the observations made and reported, it has become clear that the arbitration clause and the hidden clause contained in the contract between the Berliner company and Mr Sloterdijk are to be considered null and void.

For this reason, the arbitral award is invalid ab origine, irrespective of any infringement of the adversarial process and any other issues, which are hereby superseded.

Consequently, both the arbitrarily appointed judges and the hearing performed by exclusive written form are invalid.

Berliner is ordered to provide a duplicate or equivalent certificate of the token to Mr. Sloterdijk under Article 2007 cc. and to implement the existing protections provided in the current order to ERC20.