

GENERAL TERMS AND CONDITIONS OF BDO EESTI CLIENT AGREEMENT
Effective from 01 April 2023 and superseding all previous agreements

1. GENERAL PROVISIONS

- 1.1. For the purposes of these general terms and conditions, BDO stands for either Aktsiaselts BDO Eesti (registry code 10309827) or BDO Estonia Payroll & Accounting OÜ (registry code 14648992) (hereinafter referred to collectively or individually as 'BDO Eesti'), as appropriate for the context.
- 1.2. The core business of BDO Eesti is the provision of audit, accounting, payroll, tax, financial, and business advisory services as well as training in all the above areas.
- 1.3. To provide a service (hereinafter the 'Services'), BDO Eesti shall conclude a written agreement (hereinafter the 'Agreement') with the client (hereinafter the 'Client') in which, as a rule, at least the following main terms and conditions will be agreed:
 - 1.3.1. the Services to be provided;
 - 1.3.2. the representatives of the parties;
 - 1.3.3. the estimated time frame (working hours) or other calculation basis of the Services;
 - 1.3.4. the fee for the provision of the Services, the bases for calculating the fee, and the settlement procedure.
- 1.4. Persons acting on behalf of BDO Eesti shall be independent of the Client in the provision of the Services at least to the extent required by regulations.

2. PROVISION OF SERVICES

- 2.1. BDO Eesti shall provide the Client with the Services requested by the Client as agreed in the Agreement.
- 2.2. The Client shall provide BDO Eesti with the information and explanations required for the proper performance of the Agreement in all matters necessary for the performance of the Agreement in accordance with the required format, time frame, and the inquiries made by BDO Eesti in the course of its work. Among other things, at the request of BDO Eesti, the Client shall provide BDO Eesti with original documents, additional written explanations, and confirmations of the facts inquired.
- 2.3. BDO Eesti has no obligation to question the consistency of the contents and form of any information provided by the Client beyond what is required by law and the Client Agreement. BDO Eesti bases its provision of the Services only on the information and additional explanations provided by the Client. Accordingly, BDO Eesti accepts no liability for the compliance of the contents and the documentation of the Client's economic transactions.
- 2.4. BDO Eesti may involve in the performance of the Agreement and the provision of the Services an expert, an assistant or other competent person acting under the direction of BDO Eesti.
- 2.5. The Client undertakes not to make an attempt to recruit any member of the BDO Eesti staff for employment in any capacity. Should the Client breach this obligation, BDO Eesti shall be entitled to charge and the Client shall be obligated to pay a contractual penalty in the amount of 25,000 euros, plus the costs incurred by BDO Eesti in connection with the staff member's training during the 2 (two) preceding years, within 7 (seven) days of the issue of the relevant invoice by BDO Eesti.

3. AGREEMENT FEE

- 3.1. The Agreement fee shall be agreed as a fixed final amount, a monthly amount, an hourly rate, a combination of these or any other basis for calculation. VAT shall be added to the cost of all Services in accordance with the law.
- 3.2. The cost of the Services provided by BDO Eesti depends on the volume of work required for proper performance of the Services, the qualifications of experts involved, the liability involved, and the period of performance as well as the complexity and volume of the Client's financial and economic activities and the Client's contribution to smooth collaboration.
- 3.3. BDO Eesti shall be entitled to the fee agreed in the Agreement as per the invoice submitted for the work (or stage of work) related to the Services, which has to be settled within 7 (seven) days.
- 3.4. If the parties to the Agreement have not entered into a separate price agreement in respect of the services provided by BDO Eesti in addition to those specified in the Agreement (special work) but the Client's representative has requested or accepted such work in writing, the Client shall pay them for the additional services on an hourly basis in accordance with the hourly rates

<p>set out in the Agreement. The fees for work performed by BDO Eesti do not include any other necessary additional costs that are not fees for the Services of BDO Eesti (e.g. fees for the inquiries made by BDO Eesti from the commercial register, land register, Creditinfo or other service providers or translation, transport, mission, and accommodation costs). Additional costs shall be reimbursed by the Client (unless otherwise agreed in the Agreement) and explanations of the nature of the additional costs shall be provided by BDO Eesti in the relevant invoice.</p>
<p>3.5. In the event of non-payment by the due date of any amount due, BDO Eesti shall be entitled to demand and the Client shall be obligated to pay default interest of 0.05% (zero point zero five per cent) of the amount overdue for each day of delay.</p>
<p>4. CONFIDENTIALITY, PERSONAL DATA, AND INFORMATION SECURITY</p>
<p>4.1. Both the Client and BDO Eesti shall respect the confidentiality of the other party's confidential information and shall not disclose it to third parties without the other party's written consent.</p>
<p>4.2. When processing personal data, the Client and BDO Eesti undertake to comply with all the requirements set out in the Personal Data Protection Act at least to the extent established in the General Data Protection Regulation (GDPR).</p>
<p>4.3. Confidentiality and information security requirements can be found in the BDO Eesti's Code of Ethics and Business Conduct.</p>
<p>4.4. The Client shall not disclose or use for the benefit of third parties, without the written permission of BDO Eesti, any advice or opinion obtained in the course of the provision of the Services by BDO Eesti. This obligation also extends to the Client's staff and partners.</p>
<p>5. ANTI-MONEY LAUNDERING, ANTI-TERRORIST FINANCING, ANTI-BRIBERY, AND ANTI-CORRUPTION PRINCIPLES</p>
<p>5.1. As an obligated person, BDO Eesti complies with all anti-money laundering standards and procedures by applying due diligence measures (including identification) to the Client as required by law. In the event of suspicion of money laundering and terrorist financing, BDO Eesti has the right to disclose confidential information and documents to the Financial Intelligence Unit without the Client's consent.</p>
<p>5.2. Anti-money laundering and anti-terrorist financing requirements and the principles for preventing bribery and corruption are specified in the BDO Eesti's Code of Ethics and Business Conduct.</p>
<p>6. RETENTION OF DOCUMENTS</p>
<p>6.1. The legal obligation to retain the Client's documentation (including accounting documentation) is the liability of the Client.</p>
<p>6.2. BDO Eesti has no obligation to retain any documents or any other form of information provided by the Client to BDO Eesti or created by BDO Eesti or obtained from third parties in the course of the provision of the Services, unless the parties have specifically agreed to retain the documents or other form of information in the provision of the Services.</p>
<p>6.3. BDO Eesti has an obligation to retain evidence of audit services for 7 (seven) years and an obligation to retain evidence of compliance with due diligence measures to prevent money laundering and terrorist financing for 5 (five) years.</p>
<p>7. LIABILITY</p>
<p>7.1. We expect integrity, honesty, and the highest standards of ethical behaviour in all business relationships. We expect our legal entity clients and partners to have policies, systems and/or procedures in place to prevent unethical business practices, including, but not limited to, human rights abuses, money laundering, fraud, bribery, corruption and other improper payments, favours, and gifts. The staff, clients, and partners of BDO Eesti act in accordance with applicable laws, rules, and regulations and follow their own rules and procedures to ensure compliance with relevant requirements in the business relationship.</p>
<p>7.2. The Client's management is liable for the preparation and fair presentation of the financial statements and the information presented in accordance with the applicable legal and financial reporting framework. BDO Eesti performs only technical work and does not accept the liability of the Client's management for the preparation and fair presentation of the financial statements and the information presented in accordance with the applicable legal and financial reporting framework, unless agreed otherwise.</p>
<p>7.3. Should the Client not follow BDO's relevant/lawful advice, any loss resulting from the decision will be borne by the Client, and the Client may not refer to the choice made as the result of BDO Estonia's work.</p>
<p>7.4. In accordance with the law, BDO Eesti shall be liable for any direct pecuniary loss unlawfully caused to the Client in the course of providing the Services. BDO Eesti shall not be liable in any event for any loss of income or non-material damage suffered by the Client.</p>
<p>7.5. The parties have agreed that in any event the liability of BDO Eesti to the Client shall be limited to the last 3 (three) months' fees paid or due for the Services provided by BDO Eesti.</p>

<p>8. VALIDITY AND TERMINATION OF AGREEMENT</p> <p>8.1. The Agreement shall enter into force from the date of commencement of the provision of the Services or from the date of signature by the parties (whichever is earlier) and shall continue for an unspecified term, unless otherwise agreed by the parties. The Agreement may also be signed digitally.</p> <p>8.2. An Agreement with an unspecified term may be cancelled by either BDO Eesti or the Client by giving at least 2 (two) months' notice unless parties have agreed a different term in the Agreement.</p> <p>8.3. BDO Eesti shall have the right to cancel the Agreement in whole or in part for good cause without notice. Good cause may be the Client's breach of the terms and conditions of the BDO Eesti's Code of Ethics and Business Conduct, failure to pay the invoices of BDO Eesti by the due date or failure to accept a change in the contractually agreed cost of work / hourly rates, failure to provide inputs required for the engagement by the due date, failure to comply with contractual terms and conditions and/or deadlines, or a decision of the risk management team of BDO Eesti, etc.</p> <p>8.4. Upon cancellation of the Agreement, the Client shall immediately pay BDO Eesti for all work performed prior to the cancellation of the Agreement, including, in the event of an agreement on auditors' professional services, the Client shall pay at least 50% of the total fee agreed in the Agreement even if less than 50% of the work has been performed.</p> <p>8.5. BDO Eesti shall have the right to suspend the provision of the Services to the Client in the event of any breach of the Client's obligations (including late or incomplete submission of original documents or other required information/explanations, late payment for the Services or other material breaches) and to postpone the performance of their obligations (including the preparation and submission of opinions, valuations, summaries, tax returns, annual reports, etc.) until such time as BDO Eesti has available resources to perform such unscheduled work.</p>
<p>9. AGREEMENT DOCUMENTS AND AMENDMENTS TO AGREEMENT</p> <p>9.1. The Agreement documents shall consist of the main text of the Agreement and Annexes thereto as well as any additional written Annexes to be subsequently concluded, all of which shall form an integral part of the Agreement. The BDO Eesti's Code of Ethics and Business Conduct is an integral part of this Agreement.</p> <p>9.2. If the Agreement together with the Annexes thereto is drawn up on paper, it shall be drawn up in two identical copies having equal legal force, one of which shall be retained by the Client and the other by BDO Eesti.</p> <p>9.3. The main terms and conditions of the Agreement may only be amended by written agreement of the parties, the general terms and conditions may be amended unilaterally by BDO Eesti, taking into account the provisions of this Chapter. When making amendments to the main terms and conditions of the Agreement, the parties also accept the current general terms and conditions of the Agreement and the general terms and conditions for professional services.</p> <p>9.4. The updated general terms and conditions of BDO Eesti have been published on the BDO Eesti website at www.bdo.ee.</p> <p>9.5. BDO Eesti shall have the right to unilaterally amend the general terms and conditions in the cases provided for by law, as well as if this is due to technical or substantive development of the Services, the purpose of improving the provision of the Services to Clients or the need to specify the circumstances related to the Services.</p> <p>9.6. In the event that the Client does not agree to the amendments to the general terms and conditions, the Client has the right to cancel the Agreement within 1 (one) month of receiving notice of the amendments or otherwise becoming aware of the amendments. If the Client has not cancelled the Agreement by the given deadline, the Client shall be deemed to have accepted the amendments.</p> <p>9.7. In the event of any conflict between the terms of the Agreement and the general terms and conditions, the provisions of the Agreement shall prevail.</p>
<p>10. FINAL PROVISIONS</p> <p>10.1. The Agreement and the general terms and conditions are governed by the laws of the Republic of Estonia.</p> <p>10.2. All disputes arising in the course of the performance of the Agreement shall be settled by negotiation between the parties.</p> <p>10.3. If a negotiated agreement satisfactory to both parties cannot be reached, the dispute shall be settled in Harju County Court.</p> <p>10.4. By signing the Agreement, the parties acknowledge that they are familiar with the contents of the Agreement and the general terms and conditions, they understand their rights and obligations, and they undertake to comply with them. The representatives of the parties also confirm that they are authorised to conclude the Agreement.</p>