

## **1. AGREEMENT AND CONTRACTUAL PARTIES**

- 1.1. The Agreement and any of its attachments other than these Business Terms (hereinafter referred to as the “Basic Agreement“) issued by the company BDO, spol. s r.o., with its registered office at Zochova 6-8, 811 03 Bratislava, Company identification no.: 32 836 032, company registered in the Companies Registry of the District Court Bratislava I, file: Sr, insert no.: 26518/B, VAT Identification no.: SK 702000031, Tax Identification no.: 2020262079 (hereinafter referred to as the “Advisor“) and addressed to the entity identified in the Agreement (hereinafter referred to as the “Client“) (The Advisor and the Client hereinafter referred to as the “Contractual Parties“ or individually as the “Contractual Party“), and these Business Terms (Basic Agreement and these Business Terms together hereinafter referred to as the “Agreement“) constitute the whole agreement between the Client and Advisor in relation to the services, work deliverables and other work product described in the Agreement (hereinafter referred to as the “Services“).
- 1.2. The Agreement is concluded between the Client and the Advisor. The Advisor may subcontract the Services within any extent to any third party even without the Client’s consent considering the Client’s need and interest which are known to the Advisor.
- 1.3. The Agreement expels any authority or subordination between the Contractual Parties, the Advisor shall perform his task individually and independently at his sole liability. Each Contractual Party is an independent entity and neither Contractual Party is, nor shall be considered to be, the other’s agent, distributor, partner, fiduciary, joint venturer, co-owner, or other Contractual Party’s representative.
- 1.4. Any provision of the Agreement shall not be considered nor interpreted to be the actual partnership or association between the Contractual Parties. Both Contractual Parties shall act absolutely independently, particularly in regards to their business policy which they shall not mutually inform on with an exceptions when required by the Agreement.

## **2. ADVISOR’S DUTIES AND THE EXTENT OF THE PROVIDED SERVICES**

- 2.1. The Advisor shall be obliged to provide the Services with the duly care. The Advisor shall use all his experiences, know-how and knowledge and shall use all his available resources as for the carry out of the tasks and duly provision of the Services.
- 2.2. The Client hereby confirms that the he defines the extent of the task under this Agreement at his own discretion without any participation of the Advisor. The Advisor shall not be obliged to warn the Client on the necessity of the task extent change.
- 2.3. Performed Services are not binding neither for the tax authorities nor for the other state or public administration bodies or courts and they do not represent the declaration, warranty or guarantee that the tax authorities or the other state or public administration bodies or courts will agree with recommendation

or the opinion of the Advisor. Any Services that will be provided by the Advisor shall be emanated from the valid legal regulations and the judicial practise in the Slovak Republic, which are effective and acceptable in the time of provision of the concrete Service. Any change in the legal regulations or the judicial practise may result in the inaccuracy of the conclusions of the Services provided by the Advisor.

- 2.4. In case of the inspection by the tax or other state bodies regardless whether as the consequence of the provision of the Services or not, the Client agrees that any help from the side of the Advisor related to such an inspection shall not be the part of the Services unless explicitly stipulated otherwise by the Agreement.
- 2.5. All the Services shall be addressed solely to the Client. Solely the acceptance of any recommendation, standpoint, report or other work product by any third party shall constitute no duty of the care, professional relationship or any recent or future obligation between such a party and the Advisor.
- 2.6. Unless explicitly stated otherwise by the Client, the Advisor shall mainly in the form of the e-mail communication inform the Client on the status of the matter, send and receive the documents or other correspondence and receive the instructions and directions to other acts. The Advisor shall not be hold liable as for the failures or other possible problems related with such a form of the electronic communication.

### **3. CLIENT'S DUTIES**

- 3.1. The Client shall cooperate with the Advisor when providing the Services by the Advisor and for this purpose the Client shall provide the Advisor with undue delay and for free with all the necessary cooperation particularly but not limited to provision of the measured equipment and the timely access to the data, information and employees, perhaps third parties whose cooperation is prerequisite as for the Services provision. The Client shall be responsible for the performances of his employees or other parties empowered by him as for the timeliness, accuracy and completeness of all the data and information (including all the financial data and statements) which he provided to the Advisor or which were provided in his name and for application of any advisory provided within the Services. The Advisor may use and rely on the information and the data provided by the Client or other persons designated by the Client, when providing the Services the Advisor may further use and rely on other information available from the public resources without their verifying. If the Client has any reason at any time during the provision of the Services to assume that the Advisor does not have or he was not provided with all the relevant data, information or documentation or that the data, information or documentation provided to the Advisor are inaccurate the Client shall inform the Advisor on this fact with undue delay. The Advisor shall be entitled to rely upon all the decisions and the consents of the Client.

#### **4. INVOICING**

- 4.1. The invoices delivered to the Client by the Advisor shall include all the requirements pursuant to the actual tax and accounting legal regulations. The respective value added tax shall be defined and invoiced in accordance with the actually valid act on the value added tax.
- 4.2. Unless agreed otherwise the Advisor shall perform the invoicing on the monthly basis as to the last day of the respective calendar month as the day of the Service provision. If the Advisor's fee is defined on the basis of hourly rates the time report of the work shall compose the attachment of the invoice.
- 4.3. If the invoice includes inaccurate data or it is not complete, the Client shall be entitled to return this invoice within the due date to the Advisor as for its amendment or correction.
- 4.4. The Client shall pay the fees invoiced by the Advisor within 14 (fourteen) days as of the day of the issuance of the invoice.
- 4.5. Apart from the fees for provision of the Services the Advisor shall have also a right for refund of the expenses connected with the provision of the Services particularly but not limited to out-of-pocket expenses, travelling costs, mailing fees, etc. The out-of-pocket expenses shall be invoiced by the Advisor to the Client based on the documented actually incurred expenses that shall compose the attachment of the invoice.
- 4.6. If the Client is in the delay with the payment of the issued invoice the Advisor shall be entitled to suspend the provision of the Services until the time of the payment of the due amount; during this time the Advisor shall not be held liable as for no damages directly or indirectly incurred to the Client thereby.

#### **5. ORDERS**

- 5.1 The Services or the part thereof shall be performed upon the instruction including the description of the required Services that the Client submits to the Advisor (hereinafter referred to as the "Order"). The Order may be submitted by post, fax, via e-mail or verbally. The Order shall be accepted and confirmed by one of the following events which occur sooner: (i) The Advisor delivers the confirmation of the Order to the Client or (ii) the Advisor provides the Services required in the Order.
- 5.2 The Client shall be obliged to provide the Advisor with all the information that the Advisor requires before the decision on the acceptance or the refusal of the Order.
- 5.3 The Advisor shall be entitled to refuse the acceptance of the Order. The order may be refused by post, fax, via e-mail or verbally. The Advisor may not do so without a reason and the Advisor shall be obliged to provide Client with the reason in writing, fax, via e-mail or verbally.

- 5.4 The Client may cancel the Order solely in writing - by post, fax or via e-mail. The Client shall provide the Advisor with the fees for the Services which were performed by the date of the effectivity of the cancellation of the Order and for the expenses that arisen to the Advisor until such date.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. All the ideas, concepts, know-how, methods, technics, schemes, procedures and skills and their changes including possibly created work that is capable subject of the protection of the intellectual property right, used, acquired or developed by the Advisor during the provision of the Services shall be if their nature allows that within the sole ownership of the Advisor which is the sole and exclusive entity entitled to dispose with them including their usage when providing the tax advisory services to third parties. The Client shall be entitled to use the results of the provided Services including any written report prepared by the Advisor solely for Client´ s own need and he shall be not entitled to spread them within any extent in any manner or otherwise disclose them to the third parties without explicit written consent of the Advisor.

## **7. COMPENSATION OF THE DAMAGES**

- 7.1. The Advisor shall be held liable to the Client as for the damages provably caused by him to the Client in relation to provision of the Services.
- 7.2. The Advisor shall be held liable to the Client also for the damages caused to the Client by his employee or other empowered entity in relation with the provision of the Services. The liability of these entities in accordance with the civil, labour or other legal regulation shall not be touched thereby.
- 7.3. The Advisor may be released from the liability if he proves that he could not prevent the damages not even with all the effort that may be required from him. The Advisor does not undertake any obligation over the frame of the usual care that may be required from him when providing the Services according to this Agreement.
- 7.4. The liability of the Advisor for the damages shall be proportionally decreased or totally extinguished if the damages are caused directly or indirectly by the breach of the Client´ s obligations (i.e. particularly by provisions of the inaccurate, false or incomplete information or documentations or by late provision of the required cooperation from the Client´ s side).
- 7.5. In case of the liability of one of the Contractual Party solely the real damages shall be compensated.
- 7.6. At the same time the Contractual Parties agreed that the total amount of the compensation for the possibly caused damages from the side of the Advisor shall not exceed the amount of the fees paid up by the Client until the time of the breach of the obligation establishing the Client´ s claim for the compensation of the damages, except for the cases when the court with the final validity stipulates that the damages incurred by the intentional breach of the duty on

the side of the Advisor. At the same time the Contractual Parties hereby declare that there is no reason to presume the incurring of the damages that would exceed such defined amount of the damages compensation. Such definition of the amount of the damages compensation shall be applied as for the aggregate liability for the damages of the Advisor towards the Client, i.e. for all the possible breaches of the Advisor's duties when providing the Services.

- 7.7. The Contractual Parties hereby declare that there cannot be presumed the incurring of the damages for which the Advisor shall be liable and which shall be incurred from
- 7.7.1. from real or alleged breach of the regulations on the protection of the economic competition or unfair competition,
  - 7.7.2. mechanic breakdown, electric breakdown including suspension of the electric supply, electric wave or current gust, increasement or decrease of the voltage, partial or total blackout of the electric energy,
  - 7.7.3. the breakdown of the telecommunication or satellite systems,
  - 7.7.4. non-realisation of the investments in the expected manner,
  - 7.7.5. the estimation of the future value of any investment or property or the extent of the returnability or the interest,
  - 7.7.6. provision of investment advisory,
  - 7.7.7. the remittance of the finances and guarantee of such remittance,
  - 7.7.8. any damages connected with the environment.
- 7.8. The Contractual Parties hereby declare that there is no reason to assume incurring of the bodily harm when providing the Services.
- 7.9. Upon the request of the Client, the Advisor expressed the consent to the provision of the Services. In regards to the Advisor's consent with the provision of the Services Client expressed the consent to provide the Advisor secure Advisor, Advisor's partners and employees before claims concerning legal disputes, actions, judicial proceedings, loss, damages, costs and outlays caused by anything and anybody, reclaimed or suffered that may arise to Advisor, Advisor's partners or employees in connection with Services performed in accordance with this Agreement with exception for such claims, loss, damages, outlays or costs, where it was proved that they incur as consequence of intentional breach of Advisor's employees duties. This duty of compensation of damages stays effective during whole period of provision of the Services and consequently after termination of the Agreement as well.
- 7.10. The Advisor shall not be held liable for the business decisions of the Client within any extent; deliverables from the provided Services may not be considered within any extent to be the recommendation for the Client in the matter of realisation of Client's business policy, which the Advisor shall not be obliged to consider or otherwise take into account within no extent.
- 7.11. The Client is aware of the fact that the Advisor is insured for the cases of liability for the damages caused when providing the Services. The Client hereby declare that he will not lodge the claims from the liability for damages towards the Advisor before the respective claim will have been negotiated from the side of the Advisor with the insurance company; the Advisor shall be obliged to

adequately inform the Client on the situation of the solution of the lodged Client's claim from the liability for damages.

- 7.12. The Agreement has been concluded between the Advisor and the Client. Neither any part of the Contract nor the Contract itself establishes any contractual relation to any of the Advisor's subcontractor. Therefore the Advisor shall remain the sole contracting party, solely liable for the acts or omissions of all his sub-contractors, unless otherwise agreed in written.
- 7.13. The Client hereby declares and warrants that he does not bring no claims or proceedings of any nature whatsoever against any of the Advisor's subcontractor (including, but not limited to, BDO International Limited and Brussels Worldwide Services BVBA) in any way arising from, or in connection with the services or this Agreement. These exclusions shall not apply to any liability, claim or proceeding founded on an allegation of fraud or wilful misconduct or other liability that cannot be excluded under applicable laws.
- 7.14. The Client agrees that any of the Advisor's subcontractors who are to be involved in the services provided under the Agreement shall each have the right to rely on and enforce points 7.12 and 7.13 if they were parties to the Agreement.

## **8. CONFIDENTIALITY**

- 8.1. Both Contractual parties shall undertake to duty of confidentiality in regards to the facts which concern other Contractual Party (including the Extent of the Agreement) and which other Contractual Party learnt during or in relation to the provision of the Services even before the signing of this Agreement (hereinafter referred to as the "Duty of confidentiality").
- 8.2. Both Contractual Parties agree that the any Contractual Party may be release from the Duty of confidentiality solely on the ground of the written declaration of other Contractual Party. The Duty of Confidentiality shall not be applied to the facts, (i) which are publicly known, (ii) which become publicly known after signing this Agreement from other reasons than breach of this Agreement by the respective Contractual Party or which (iii) were prepared by the Advisor independently without any disclosure of such information by the Client to the Advisor.
- 8.3. The Duty of confidentiality shall not be applied to the cases which are stipulated in the legal regulations or decisions of the bodies of the public power or other bodies which are binding for the respective Contractual Party.
- 8.4. The Client hereby grants his consent to the Advisor to provision of the confidential information to (i) any entity personally connected with the Advisor (including his partners, managers and employees) and any subcontractor participating in provision of the Services, (ii) legal counsellors, auditors, insurance companies or other entities in accordance with the legal requirements, directives, judicial or administrative proceedings or in accordance with the valid professional standards or in relation with the potential judicial proceeding.

- 8.5. The Client shall not disclose the recommendations, standpoints, reports nor other work product of the Advisor to any third party except for the cases when respective laws, directives, rules and professional duties forbid the restrictions of their provision.
- 8.6. The Client shall use the recommendation, standpoints, reports and other work product of the Advisor solely for the purposes stipulated in the Agreement, particularly the Client shall not use any recommendation, standpoints, reports and other work product of the Advisor as for the business decisions of any third party nor for the commercial purposes without Advisor's previous explicit written consent.
- 8.7. The Duty of confidentiality shall remain valid as for the period of five (5) years after the termination of the Agreement.

## **9. ETHICS PROVISIONS**

- 9.1. The Advisor hereby declares that he is fully informed on the provision of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions dated from December 17, 1997 and the provisions of the internal state legal regulations in the Slovak republic against the bribery of the public officials. The Advisor hereby declares that he will act in accordance with all the above mentioned regulations when providing the Services.
- 9.2. The Advisor acknowledges and agrees that all the financial remunerations, fees, contributions, bonuses or other sums (hereinafter referred to as the "Financial remuneration") paid up by the Client within this Agreement shall reward solely and within full extent only the Services provided by the Client under this Agreement.
- 9.3. The Advisor agrees that the Financial remuneration which is to be paid up is not the remuneration for the illegal activities or activities against the public order or accepted moral standards of the remunerating in the Slovak Republic.
- 9.4. Mainly the Advisor declares and guarantees that under no circumstances whole Financial remuneration or a part thereof shall not be directly or indirectly promised or paid up to the public officials or used for the financing of the benefit aimed for the influencing of acting or decision which falls within the function of the public official or using the influence of such public official to influence any other public official.
- 9.5. The Advisor hereby undertakes to apply the same provisions set forth in this article as for any person or entity to which the whole Financial remuneration or a part thereof may be paid up as a consequence of their involving in the fulfilment of this Agreement.
- 9.6. The Advisor shall act in accordance with the applicable provisions regarding the labour and tax matters.

## 10. PERSONAL DATA PROTECTION

- 10.1. The Advisor, as „obligated person“, is in position of data controller in relation to personal data processing for purpose of Act No. 297/2008 Coll. On Prevention of Legalization of Proceeds of Criminal Activity and Terrorist Financing and on Amendments and Supplements to Certain Acts (hereinafter as „AML Act“) performance. The purpose of personal data processing is given by above AML Act, thus the personal data of the Client will be processed by the Advisor in accordance with par.19 of the AML Act without consent of the data subject.
- 10.2. The Advisor will process and protect personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter as „GDPR“) and in accordance with Act No. 18/2018 Coll. On Personal Data Protection and on Amendments and Supplements to Certain Acts (hereinafter as „Personal Data Protection Act“), as well as in compliance with any and all legal regulation implementing the above acts.
- 10.3. The Client may provide the Advisor with personal data of various natural persons during the pre-contractual relations, as well as during provision of services under the agreement. The Client confirms by execution of the agreement, that he is person entitled to provide such personal data to the Advisor. The Advisor is considered for purpose of the agreement as data controller of such personal data, according to article 4 section 7 of GDPR and/or par.5 letter o) of the Personal Data Protection Act.

## 11. CONFLICT OF INTEREST

- 11.1. The Client is aware of the fact that the Advisor provides the advisory services for the third parties whose interest may get into conflict with the interests of the Client. The Advisor shall inform the Client with undue delay on any potential conflict of the interests influencing the Services provided to the Client. If the Advisor or the Client finds out potential conflict of interests and if the Advisor assumes that the Client´s interests may be duly protected by introducing the proper procedures the Advisor shall discuss and approve these procedures with the Client.
- 11.2. Any fact in the Agreement shall not eliminate nor restrict the Advisor from providing of advisory services to other clients (including services which are the same or similar as the provided Services) or using or sharing (for any purpose) any knowledge, experiences or skills used, acquired or arising from the provision of the Services applying the Duty of confidentiality.
- 11.3. If the Client acts in the manner based on which the situation arises which leads to the professional conflict of interest under the rules of professional or regulation bodies governing the activities for the Advisor, the Advisor may terminate the provision of the Services upon the written announcement. The Advisor shall inform the Client as soon as it will be practically possible, when



the Advisor learns on the situation causing the professional conflict that may lead to the termination of the Agreement in accordance with this point. The Client shall pay to the Advisor the remuneration for the Services that were performed and the costs that incurred until the date of the delivery of the abovementioned written announcement.

## **12. VALIDITY PERIOD AND TERMINATION OF THE AGREEMENT**

- 12.1. The Agreement is concluded for the indefinite period.
- 12.2. The Contractual Parties shall be entitled to terminate the Agreement upon written notice without stipulation of the reason with the one month notice period, which commences on the first day of the month following the month in which the notice was delivered to other Contractual Party.
- 12.3. The Contractual Parties may withdraw from the Agreement in the form of written withdrawal in case of its substantial breach by other Contractual Party. The substantial breach of the duty from the side of the Client shall be considered to be particularly but not only the delay of the fulfilment of the payment duties as for more than 14 (fourteen) calendar days and non-provision of the cooperation for which the Client is obliged.
- 12.4. When terminating the validity of the Agreement the Client shall compensate the remuneration for the Services that were provided and the costs that incurred until the date of the termination of the Agreement to the Advisor under the terms of this Agreement.
- 12.5. The termination of the Agreement does not have any impact on the validity and the effectivity of those Agreement provisions from nature of which it is arisen that they remain valid and effective also after the termination of the Agreement.

## **13. HANDOVER OF THE DOCUMENTATION**

- 13.1. Upon the Client's request and at his costs the Advisor shall handover to the Client all the documents in paper form which the Advisor acquired from the Client in connection with the provision of the Services. This provision shall not be applied to the correspondence between the Advisor and the Client, on internal documents of the Advisor, on the documents that represent the subject to the intellectual property whose author is the Advisor or any of his employees and on the documents which the Advisor shall be obliged to keep in accordance with the relevant regulation.
- 13.2. The Advisor may provide or keep copies or the duplicates of the documents that shall be returned to the Client. The Client shall be obliged to bear the costs if those copies or duplicates may be required as the proof of duly performance of all professional obligations of the Advisor. The Client shall takeover the documents handed over by the Advisor within three months as of the requirement of the Client for their return. If the Client does not do so the

Advisor shall be entitled to return the documents to the Client at the Client's expenses or charge him the fees for their storage. The Advisor reserves the right for destroying the correspondence, other documents in paper form or the documents in electronic form after expiration of 10 years unless the Client order to do so in writing. If the Client requires keeping this documents for longer period he shall adequately inform the Advisor in advance and the Advisor shall be entitled to charge the Client for the fee for the costs of the storage of the documents.

- 13.3. Any working documents that the Advisor keeps after the termination of the provision of the Services (including documentation legally belonging to the Client) may be routinely destroyed in accordance with the valid principles of the Advisor.

#### **14. COMMON AND CLOSING PROVISIONS**

- 14.1. Neither the Agreement nor the rights and obligations arising under that may not be assigned on the third parties by any Contractual Party without written consent of other Contractual party in advance.

- 14.2. Unless stipulated otherwise by the Agreement the communication connected with the Agreement shall be performed particularly via e-mail, by telephone or fax with the validity as of the day of the delivery to other Contractual Party. If it is necessary to deliver any writings in other way than via e-mail such writings shall be deliver by post or by courier service at the address stipulated in the Agreement (unless it was changed in accordance with point 14.3 of this article) as the registered mail or personally against the signature of the person entitled to act for the Client. The writing shall be considered to be delivered also in such a case when the addressee does not collect the writing within the collection period or from the reason of the correspondence address that he did not announce in accordance with the point 14.3 of this article or he refuses to accept it. In such a case the day of the refusal of the acceptance of the writing by the addressee or the day when the writing was returned back to the sender shall be considered to be the day of the delivery.

- 14.3. The Contractual Parties shall mutually inform each other in writing on the changes of their data stipulated in this Agreement.

- 14.4. In case of conflict between the wording of the Basic Agreement and the Business Terms the provisions of the Basic Agreement shall prevail.

- 14.5. The Contractual relationship established by the Agreement shall be governed by the law of the Slovak Republic. Unless stipulated otherwise by the Agreement the provisions of the section 566 and fol. of the Commercial code as later amended shall be applied accordingly to the relationship between the Contractual Parties established by the Agreement.

- 14.6. The Contractual Parties hereby declare that the disputes arising under or in connection with the Agreement or the legal relationship established by the

Agreement shall be solved before the mater-of-factly and locally respective court in the Slovak Republic. If pursuant to the Act no. 97/1963 Coll. On International Private and Procedural Law as later amended, pursuant to Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters or in accordance to other legal regulation, law or international agreement governing the jurisdiction of the court in disputes with foreign element the court of the Slovak Republic would not be respective, in accordance with the agreement of the Contractual Parties the District court Bratislava I, Záhradnícka 10, 812 44 Bratislava, shall be respective.

- 14.7. No fact negotiated before the signing of this Agreement shall have any impact on the Agreement and it shall not compose the part thereof except for the facts individually stipulated in the Agreement. The Agreement shall replace all the previous agreements, deals and the communication either written or verbal concerning its subject-matter. If the Advisor already started to perform the work the Client agrees that the Agreement become effective as to the day of the start of the work.
- 14.8. The Client shall not offer employment or other form of cooperation to employees or expert services suppliers of Advisor and any other entity of BDO group, including BDO Services, spol. s r.o., BDO Audit spol. s r.o., BDO Tax k.s., The Edison Consulting Group, spol. s r.o. or any other entity related to them (hereinafter referred to as "BDO group"), during the term of this Agreement and within one (1) year following its termination without written consent of Advisor. The Client is obliged to pay to Advisor contractual penalty amounting to EUR 30 000 for each breach of the obligation under previous sentence, i.e. in case of execution of employment relationship or other form of cooperation under Labour Code, Commercial or Civil Code. Such penalty will be payable within fourteen (14) days of the date of the first written demand in this respect. It is agreed for avoidance of the doubt, that obligation of the Client under this Section shall apply to such persons, who are/were in employment or other contractual relationship with Advisor or with other company from BDO group during the term of this Agreement or if such relationship was terminated during the term of this Agreement.
- 14.9. None of the Contractual Party may use trademarks, logos or business marks of other Contractual Party in promotional materials for external uses without previous written consent of other Contractual Party; the Advisor shall be entitled to use the business name of the Client and the provided Services in its marketing and promotional materials.
- 14.10. These Business Terms shall be valid and effective as of 25<sup>th</sup> March 2019.