

SCHEDULE 1

COMPANY FORMATION, CORPORATE SERVICES, LEGAL ADDRESS, VIRTUAL OFFICE AND CONTACT PERSON SERVICES

This Schedule forms an integral part of the Terms & Conditions of Nordic Tax & Accounting OÜ and applies to all company formation, corporate administration, registered company service provider, legal address, virtual office, contact person, e-resident support, corporate maintenance, register filing and related services provided by NTA.

In the event of a conflict between this Schedule and the General Terms, this Schedule shall prevail for Company Formation, Corporate Services, Legal Address, Virtual Office and Contact Person Services.

1. Scope of Services

1.1. Company Formation, Corporate Services, Legal Address, Virtual Office and Contact Person Services may include, subject to written agreement, the following services:

- a. assistance with the incorporation of Estonian private limited companies and other legal entities;
- b. preparation of incorporation documents;
- c. assistance with Commercial Register filings;
- d. assistance with e-resident company formation;
- e. corporate administration and maintenance;
- f. assistance with changes to shareholders, management board members, articles of association, share capital, registered address, contact person or contact details;
- g. preparation of shareholder resolutions, management board resolutions and related corporate documents;
- h. assistance with VAT registration and tax registrations;
- i. assistance with beneficial owner declarations;
- j. assistance with annual corporate compliance obligations;
- k. corporate document management;
- l. provision of legal address services;
- m. provision of virtual office services;
- n. provision of contact person services;
- o. communication with Estonian authorities, registers or other competent authorities, where expressly agreed;
- p. related consulting and administrative support.

1.2. NTA provides the Services under this Schedule only within the expressly agreed scope. Any service not expressly agreed shall be deemed excluded.

1.3. NTA may refuse to provide any Service under this Schedule if NTA considers the Client, business model, ownership structure, transaction, jurisdiction, source of funds, intended activity or overall risk profile unsuitable,

unclear, unlawful, artificial, reputationally sensitive or inconsistent with NTA's AML/KYC requirements.

2. Authorised Trust and Company Service Provider Status

2.1. NTA is authorised by the Estonian Financial Intelligence Unit as a trust and company service provider under activity licence no. FIU000303.

2.2. The Client acknowledges that certain Services under this Schedule, including company formation, corporate services, legal address, virtual office and contact person services, are regulated and compliance-sensitive services.

2.3. Such Services are subject to AML/KYC, sanctions, beneficial ownership, customer due diligence, risk assessment and internal compliance requirements.

2.4. NTA may at any time require additional information, documents, explanations or confirmations from the Client, its shareholders, beneficial owners, directors, representatives, related parties, transaction counterparties or other relevant persons.

2.5. NTA is not obliged to commence, continue or complete any Services under this Schedule before all requested AML/KYC and compliance checks have been completed to NTA's satisfaction.

2.6. NTA may refuse, suspend or terminate Services without liability if NTA considers that continuing the relationship may expose NTA to legal, tax, regulatory, AML, sanctions, licensing, financial or reputational risk.

2.7. NTA is not required to disclose the reasons for refusal, suspension, termination, internal risk assessment or reporting where disclosure would be unlawful, inappropriate or contrary to AML/KYC, sanctions, regulatory or internal compliance obligations.

3. No Guarantee of Incorporation, Registration or Authority Approval

3.1. NTA does not guarantee that any company, amendment, filing, registration, application or declaration will be accepted, approved or processed by the Commercial Register, Tax and Customs Board, Financial Intelligence Unit, notary, authority or other third party.

3.2. NTA does not guarantee:

- a. successful company incorporation;
- b. acceptance of the company name;
- c. registration of amendments;
- d. VAT registration;
- e. tax registration;
- f. e-residency approval;

g. acceptance by accountants, auditors, lawyers or other third parties;

h. any particular tax, accounting, legal, regulatory, authority or commercial result.

3.3. All authority, register and third-party decisions remain outside NTA's control.

3.4. NTA shall not be liable for delays, refusals, additional questions, investigations, rejections, registry issues, authority decisions or third-party compliance reviews.

4. Client Responsibility for Business Activity

4.1. The Client remains solely responsible for its business activity, business model, management decisions, transactions, contracts, tax compliance, accounting obligations, financing, customers, suppliers, employees, beneficial ownership and lawful operation.

4.2. NTA does not assume responsibility for the legality, commercial viability, profitability, substance, tax treatment or regulatory compliance of the Client's business unless expressly agreed in writing.

4.3. The Client shall not use an Estonian company, NTA's services, e-residency, corporate documents, legal address, virtual office, contact person service or any related service for unlawful, fictitious, misleading, abusive, tax evasive, sanctions-related or sham purposes.

4.4. The Client shall ensure that the company has a real, lawful and properly documented business purpose.

4.5. The Client shall not create or maintain artificial structures, concealed ownership arrangements, nominee arrangements, fictitious management, false substance, sham transactions or misleading corporate documentation.

4.6. The Client shall not describe NTA, NTA's address, NTA's personnel or NTA's services in a way that creates a false impression of actual management, ownership, physical presence, operational control, business substance or tax residency.

5. Beneficial Ownership and Control

5.1. The Client shall fully disclose all direct and indirect shareholders, beneficial owners, controlling persons, ultimate parent entities, nominees, trustees, protectors, representatives and persons exercising effective control.

5.2. The Client shall immediately notify NTA of any change in ownership, control, beneficial ownership, management, voting rights, shareholder agreements, nominee arrangements, powers of attorney or other control arrangements.

5.3. NTA may refuse, suspend or terminate Services if beneficial ownership or control is unclear, concealed, inconsistent, disputed or insufficiently documented.

5.4. NTA does not provide services involving concealed beneficial ownership, fictitious beneficial ownership, nominee shareholders, undisclosed controllers or misleading ownership structures.

5.5. The Client shall ensure that all beneficial ownership declarations made to the Commercial Register or any authority are accurate, complete and up to date.

6. Source of Funds, Source of Wealth and Business Model

6.1. NTA may request information and evidence regarding the Client's source of funds, source of wealth, revenue model, expected transactions, customers, suppliers, jurisdictions, tax residency and business activity.

6.2. The Client shall provide clear, consistent and verifiable explanations of the economic background of its business and transactions.

6.3. NTA may refuse, suspend or terminate Services where:

- a. the business model is unclear;
- b. the source of funds or wealth is not sufficiently documented;
- c. transactions lack economic substance;
- d. the Client refuses to explain transaction flows;
- e. documents appear inconsistent, artificial or unreliable;
- f. the structure appears to be used for tax evasion, sanctions circumvention, money laundering, terrorist financing, fraud or other unlawful purposes.

7. Prohibited and Restricted Activities

7.1. NTA may refuse to provide Services to Clients involved in high-risk, restricted or prohibited activities, including but not limited to:

- a. money laundering, terrorist financing or sanctions evasion;
- b. tax fraud, VAT fraud, carousel fraud or artificial tax arrangements;
- c. unlicensed financial services;
- d. crypto-asset services without appropriate licensing or compliance;
- e. gambling or betting without appropriate licensing;
- f. adult entertainment, illegal content or unlawful online services;
- g. weapons, military goods or dual-use goods without appropriate licences;
- h. shell structures without genuine business purpose;
- i. nominee or front-man arrangements;
- j. high-risk jurisdictions or sanctioned jurisdictions;
- k. any activity prohibited by Estonian law, EU law or NTA's internal policies.

7.2. NTA may also refuse or terminate Services for activities that are lawful but, in NTA's opinion, create excessive reputational, compliance, tax, regulatory or operational risk.

7.3. NTA is not required to disclose internal risk reasons where doing so would be unlawful, inappropriate or contrary to AML/KYC obligations.

8. Company Incorporation

8.1. The Client shall provide all information and documents required for incorporation, including:

- a. proposed company name;
- b. intended business activity;
- c. shareholder information;
- d. management board member information;
- e. beneficial owner information;
- f. share capital information;
- g. contact details;
- h. tax residency information;
- i. source of funds information;
- j. required authorisations and confirmations.

8.2. The Client is responsible for ensuring that the proposed business activity is lawful and properly licensed where required.

8.3. NTA may assist with preparing incorporation documents, but the Client remains responsible for reviewing and approving all documents before submission.

8.4. NTA may refuse to submit incorporation documents if any information is incomplete, inconsistent, suspicious, unlawful or insufficiently documented.

8.5. Incorporation timelines are estimates only and depend on the Commercial Register, notaries, authorities, the Client's responsiveness and other third parties.

9. Commercial Register Filings and Corporate Changes

9.1. NTA may assist with filings to the Estonian Commercial Register, including changes to management board members, shareholders, articles of association, address, contact person, share capital, beneficial owners and other corporate data.

9.2. The Client shall provide complete, accurate and up-to-date information for all filings.

9.3. The Client is responsible for ensuring that all corporate decisions are validly made, properly authorised and legally approved by the competent corporate bodies.

9.4. NTA may rely on resolutions, confirmations, minutes, powers of attorney and instructions provided by the Client without independently verifying internal corporate authority unless expressly agreed.

9.5. NTA is not liable for disputes between shareholders, directors, beneficial owners, creditors, spouses, heirs, investors or other stakeholders.

9.6. NTA may refuse to file documents if there is a dispute, unclear authority, suspected fraud, missing consent, unclear beneficial ownership or any legal or reputational concern.

10. Legal Address Services

10.1. Legal Address Services consist of allowing the Client to use an address designated by NTA as the registered

address of the Client's Estonian company, subject to the agreed scope and applicable law.

10.2. Legal Address Services do not constitute:

- a. a physical office of the Client;
- b. a place of actual business of the Client;
- c. a place of effective management of the Client;
- d. a permanent establishment of the Client;
- e. operational substance of the Client;
- f. tax residency of the Client;
- g. storage space;
- h. employee presence;
- i. representation that the Client conducts actual business at NTA's premises.

10.3. The Client shall not use the legal address in a misleading manner or in a manner that suggests physical presence, management, employees, storage, operational facilities or business substance at NTA's premises unless expressly agreed in writing.

10.4. The Client may use the legal address only for lawful corporate registration and administrative purposes.

10.5. The Client shall not use the legal address for unlawful, fraudulent, misleading, reputationally harmful, high-risk or unauthorised activities.

10.6. NTA may require the Client to stop using the legal address immediately if the Client breaches these Terms, fails to pay fees, fails to satisfy AML/KYC requirements or creates legal, tax, regulatory, sanctions, AML or reputational risk.

11. Virtual Office Services

11.1. Virtual Office Services may include, subject to written agreement, limited administrative support, mail handling, scanning, forwarding and use of designated contact details.

11.2. Virtual Office Services do not create:

- a. a physical workplace;
- b. a lease or sublease;
- c. possession or use rights over NTA's premises;
- d. an employment or staffing arrangement;
- e. a place of management;
- f. business substance;
- g. tax residency;
- h. permanent establishment;
- i. authority for the Client to receive visitors at NTA's premises.

11.3. The Client shall not present the Virtual Office as an actual office, branch, headquarters, place of management or operational location unless expressly agreed in writing.

11.4. The Client shall not send customers, suppliers, employees, contractors, inspectors, couriers or other persons to NTA's premises without NTA's prior written consent.

11.5. NTA may refuse meetings, visits, deliveries, inspections or third-party access to its premises unless expressly agreed and lawfully required.

12. Contact Person Services

12.1. Contact Person Services consist of acting as the Client's Estonian contact person within the agreed and legally permitted scope.

12.2. Contact Person Services are limited to receiving and forwarding official communications, notices and documents addressed to the Client, where such communications are received by NTA within the agreed scope.

12.3. NTA does not, by providing Contact Person Services:

- a. manage the Client's business;
- b. act as the Client's management board member;
- c. assume responsibility for the Client's obligations;
- d. represent the Client in court;
- e. provide legal representation;
- f. guarantee that the Client will receive, read or act upon forwarded correspondence;
- g. assume responsibility for the Client's statutory deadlines.

12.4. The Client remains solely responsible for monitoring, understanding and responding to all correspondence, notices, deadlines, authority requests and legal obligations.

12.5. The Client shall maintain valid e-mail addresses, phone numbers and contact persons and shall immediately inform NTA of any changes.

12.6. If the Client fails to remain reachable, fails to respond to correspondence or fails to act upon forwarded notices, NTA shall not be liable for any resulting damage, penalties, registry consequences, tax consequences or authority actions.

13. Mail Handling, Scanning and Forwarding

13.1. Where mail handling is included in the agreed Services, NTA may receive, open, scan, copy, store, forward or otherwise process correspondence addressed to the Client to the extent necessary to provide the Services.

13.2. The Client expressly authorises NTA to open and scan correspondence received for the Client unless otherwise expressly agreed in writing.

13.3. NTA may forward correspondence electronically to the e-mail address or portal designated by the Client.

13.4. Electronic forwarding shall be deemed sufficient delivery to the Client.

13.5. The Client is responsible for regularly checking its e-mail, spam folder, client portal and other agreed communication channels.

13.6. NTA is not liable for delays, losses or consequences caused by postal service delays, courier failures, incorrect addressing, illegible documents, spam filtering, e-mail delivery issues, IT failures or the Client's failure to read or respond to forwarded correspondence.

13.7. NTA may charge additional fees for mail handling, scanning, forwarding, courier services, document storage, urgent processing, large volumes of mail or unusual handling requests.

14. Items Not Accepted

14.1. Unless expressly agreed in writing, NTA is not obliged to accept:

- a. parcels or packages;
- b. goods or inventory;
- c. cash;
- d. payment cards or bank cards;
- e. valuable items;
- f. dangerous goods;
- g. illegal items;
- h. identity documents or original personal documents;
- i. court documents requiring personal service, where NTA is not authorised to accept them;
- j. goods requiring storage, customs handling, insurance or special care;
- k. items not related to the agreed Services.

14.2. NTA may refuse, return, destroy, hand over to authorities or otherwise deal with items received in breach of this Schedule, to the extent permitted by law.

14.3. The Client shall indemnify NTA for all costs, claims, risks and liabilities arising from unauthorised deliveries, prohibited items or misuse of NTA's address.

15. Use of Address in Public Materials

15.1. The Client may use NTA's legal address only for the agreed corporate registration and administrative purposes.

15.2. The Client may not use NTA's address, name, logo, brand, employees or contact details in marketing materials, websites, invoices, contracts, customer communications, public listings or other materials in a misleading or unauthorised manner.

15.3. The Client shall not state or imply that NTA is the Client's office, branch, headquarters, place of management, operational base, warehouse, employee location or business establishment.

15.4. NTA may require the Client to immediately amend or remove any misleading or unauthorised reference to NTA, NTA's address, NTA's name or NTA's services.

16. VAT Registration and Tax Registrations

16.1. NTA may assist with VAT registration, tax registration or related tax filings where expressly agreed.

16.2. The Client acknowledges that VAT registration and tax registration depend on the Client's actual business activity, evidence, turnover, customers, suppliers, transactions, management, substance and the assessment of the Estonian Tax and Customs Board or other authorities.

16.3. NTA does not guarantee VAT registration or any particular tax treatment.

16.4. The Client shall provide all required contracts, invoices, business plans, customer information, supplier information, transaction evidence and explanations requested by NTA or the authorities.

16.5. NTA is not liable if VAT registration is refused, delayed, challenged, cancelled or subject to additional authority review.

16.6. NTA may refuse to assist with VAT registration if the business model is unclear, artificial, insufficiently documented or high-risk.

17. E-Resident Clients

17.1. NTA may provide services to e-residents and non-Estonian founders, shareholders, directors and beneficial owners.

17.2. The Client acknowledges that e-residency does not automatically create Estonian tax residency, VAT registration, substance, management presence or any tax advantage.

17.3. The Client remains responsible for tax obligations in all relevant jurisdictions, including the jurisdiction of residence, management, beneficial ownership, permanent establishment, customers, employees and business activity.

17.4. NTA may require foreign tax advice where the Client has cross-border structures, foreign management, foreign shareholders, foreign employees, foreign customers or activities outside Estonia.

17.5. NTA is not liable for foreign tax consequences arising from the Client's residence, place of effective management, permanent establishment, controlled foreign company rules, withholding taxes, VAT rules or other foreign law issues unless expressly agreed in writing.

18. Share Capital, Contributions and Corporate Funding

18.1. The Client is responsible for ensuring that share capital contributions, shareholder loans, capital contributions, reserves, financing arrangements and other funding measures are legally valid, properly documented and correctly reflected in accounting and tax records.

18.2. NTA may assist with documentation but does not verify the actual source of funds, economic substance or legality of funds beyond agreed and required AML/KYC checks.

18.3. The Client shall not use undocumented, suspicious, third-party, nominee, cash-based or unlawfully sourced funds for company formation, capital contributions or corporate funding.

18.4. NTA may request evidence of payment, bank statements, loan agreements, shareholder resolutions and related documentation.

19. Powers of Attorney and Representation

19.1. Where NTA or its representatives are authorised to act on behalf of the Client, such authority shall be limited to the expressly agreed scope.

19.2. NTA may refuse to act under a power of attorney if the requested action is unclear, unsupported, risky, unlawful, suspicious, inconsistent with prior instructions or outside the agreed scope.

19.3. The Client shall indemnify NTA and its representatives for actions taken in good faith within the scope of the Client's instructions and authorisation.

19.4. NTA may require a notarised, digitally signed or otherwise verified power of attorney before acting.

19.5. NTA may resign from any authorisation or representation role at any time if risk, conflict, non-payment, lack of cooperation or compliance concerns arise.

20. Client Approvals and Instructions

20.1. NTA may require written approval before submitting any corporate filing, application, declaration, resolution, register amendment, VAT application or other document.

20.2. The Client shall review all drafts without undue delay.

20.3. If the Client approves a document, filing or application, the Client confirms that the content is accurate, complete, authorised and suitable for submission.

20.4. If the Client fails to review or approve documents in time, NTA shall not be liable for any missed deadline, delayed filing, registry consequence, tax consequence or other loss.

20.5. NTA may rely on e-mail approvals, portal approvals, electronic signatures and other agreed electronic confirmations.

21. No Legal Representation and No Court Representation

21.1. Unless expressly agreed in writing, NTA does not provide legal representation before courts or regulated legal services requiring admission to the Bar.

21.2. Corporate Services may include administrative and business support, preparation of corporate documents and coordination with authorities, but do not constitute court representation.

21.3. Where legal advice from an attorney-at-law is required, NTA may recommend or coordinate with external legal counsel, subject to separate fees and terms.

22. No Nominee, Fiduciary or Sham Services

22.1. NTA does not provide nominee shareholder, nominee beneficial owner, sham director, fictitious substance, hidden control, undisclosed agency or similar services.

22.2. NTA does not assist with structures intended to conceal the true beneficial owner, avoid lawful reporting, mislead authorities, evade tax, bypass sanctions or create artificial substance.

22.3. Any request for such services constitutes grounds for immediate refusal or termination.

22.4. The Client shall not describe NTA, its address, personnel or services in a way that creates a false impression of ownership, management, substance, physical presence or operational control.

23. Third-Party Costs and Government Fees

23.1. The Client shall bear all government fees, Commercial Register fees, notary fees, translation fees, apostille fees, legalisation fees, courier fees, external advisor fees and other third-party costs.

23.2. NTA may require advance payment for such costs.

23.3. Third-party costs are non-refundable once incurred, even if the application, registration or other process is delayed, refused or discontinued.

23.4. NTA may charge additional fees for repeated filings, authority questions, additional document requests, rejected applications, amendments, urgent work or work caused by incomplete or inaccurate Client information.

24. Document Handling and Record Keeping

24.1. NTA may keep copies of all documents, filings, approvals, communications and records related to the Services under this Schedule for legal, accounting, AML/KYC, tax, risk management and evidentiary purposes.

24.2. The Client remains responsible for storing original corporate documents, accounting records and legally required documents unless NTA has expressly agreed to provide document custody.

24.3. NTA is not responsible for loss of documents where the Client fails to download, store, sign, archive or maintain documents made available to the Client.

24.4. Additional document retrieval, certified copies, exports, archive searches or historical reconstruction may be charged separately.

25. Suspension and Termination of Services under this Schedule

25.1. NTA may suspend or terminate Services under this Schedule immediately if:

- a. the Client fails to pay fees;
- b. the Client fails to provide AML/KYC information;
- c. beneficial ownership becomes unclear;
- d. the Client provides false, incomplete or misleading information;
- e. the Client fails to respond to NTA or authorities;
- f. the Client uses NTA's services in a misleading or unlawful manner;
- g. the Client's business becomes high-risk or unacceptable to NTA;
- h. sanctions, AML, tax, fraud, regulatory or reputational concerns arise;
- i. the Client refuses to provide source of funds, source of wealth or business model information;

j. the Client requests nominee, sham, fictitious or artificial arrangements;

k. the Client misuses NTA's legal address, virtual office or contact person service;

l. the Client causes excessive administrative burden, reputational risk or compliance risk.

25.2. Upon suspension or termination, NTA may cease filings, stop communication with authorities, stop acting under powers of attorney, stop providing legal address, virtual office or contact person services, stop providing corporate support and disable access to related systems.

25.3. The Client remains responsible for appointing replacement service providers and ensuring uninterrupted legal, tax, accounting, corporate and regulatory compliance.

25.4. NTA is not liable for any consequences of suspension or termination caused by the Client's breach, non-payment, non-cooperation, AML/KYC failure or risk profile.

25.5. If Legal Address or Contact Person Services are terminated, the Client shall immediately arrange a replacement legal address and/or contact person and make all required filings with the Commercial Register.

25.6. NTA may notify the Commercial Register, authorities or other relevant third parties that the Legal Address, Virtual Office, Contact Person or related Services have been terminated.

25.7. NTA may request removal of its address, name, contact details or personnel from the Client's register data, website, invoices, contracts, public listings and other materials.

26. Indemnity for Services under this Schedule

26.1. The Client shall indemnify and hold harmless NTA, its management board members, employees, contractors, representatives and affiliated persons against all claims, losses, liabilities, penalties, damages, costs and expenses arising out of or in connection with:

- a. the Client's business activity;
- b. incorrect or incomplete corporate information;
- c. false or outdated beneficial ownership information;
- d. unlawful or insufficiently documented transactions;
- e. misuse of company structures;
- f. misuse of NTA's services, address, name or personnel;
- g. authority, register or third-party claims;
- h. shareholder, director, investor, creditor or beneficial owner disputes;
- i. tax, AML, sanctions, regulatory or licensing breaches by the Client;
- j. instructions, approvals or documents provided by the Client;
- k. unauthorised use of NTA's legal address, virtual office or contact person service;

I. unauthorised deliveries, prohibited items or third-party visits to NTA's premises.

26.2. This indemnity applies in addition to, and not instead of, the limitation of liability and indemnity provisions in the General Terms.

27. Survival

27.1. The provisions of this Schedule concerning AML/KYC, beneficial ownership, confidentiality, data retention, limitation of liability, indemnity, fees, third-party costs, document retention, no guarantee, no nominee services and misuse of NTA's address shall survive termination of the Engagement.