

SCHEDULE 2

TAX ADVISORY AND TAX STRUCTURING SERVICES

This Schedule forms an integral part of the Terms & Conditions of Nordic Tax & Accounting OÜ and applies to all tax advisory, tax consulting, tax structuring, international tax, VAT, withholding tax, dividend taxation, corporate tax, permanent establishment, tax residency, tax compliance advisory and related services provided by NTA.

In the event of a conflict between this Schedule and the General Terms, this Schedule shall prevail for Tax Advisory and Tax Structuring Services.

1. Scope of Services

1.1. Tax Advisory and Tax Structuring Services may include, subject to written agreement, advice and support in relation to Estonian taxation, international taxation, corporate income tax, VAT, withholding taxes, dividend taxation, payroll-related tax issues, permanent establishment matters, tax residency issues, holding structures, intra-group transactions, management fees, shareholder loans, profit distributions, corporate reorganisations, double tax treaty issues, tax compliance questions and related matters.

1.2. NTA provides Tax Advisory and Tax Structuring Services only within the expressly agreed scope. Any matter not expressly agreed in writing shall be deemed excluded.

1.3. Tax Advisory and Tax Structuring Services may be provided as written memoranda, e-mail advice, comments, calculations, calls, meetings, draft structures, tax risk analyses, implementation support or other agreed deliverables.

1.4. Unless expressly agreed otherwise, Tax Advisory and Tax Structuring Services do not include tax litigation, court representation, regulated legal services, statutory audit, assurance, investment advice, financial product advice or implementation of transactions.

2. Nature of Tax Advice

2.1. Tax advice is professional advice based on the facts, documents, assumptions, explanations and legal circumstances available to NTA at the time the advice is provided.

2.2. Tax advice is not a guarantee, warranty, insurance, binding tax ruling, authority approval or assurance that any tax authority, court, auditor, bank, counterparty or other third party will accept the same position.

2.3. NTA may indicate tax risks, possible interpretations and structuring options. The final commercial decision and implementation decision remain solely with the Client.

2.4. Tax law may be uncertain, fact-sensitive and subject to changes in legislation, court practice, tax authority practice, administrative guidance, EU law, treaty interpretation and foreign law.

3. Facts, Assumptions and Client Disclosures

3.1. The Client shall provide all facts, documents, explanations, contracts, transaction flows, ownership information, tax residency information, financial data and other information relevant to the requested advice.

3.2. The Client shall disclose all jurisdictions relevant to the matter, including the jurisdictions of incorporation, residence, effective management, beneficial ownership, customers, employees, suppliers, assets, bank accounts, permanent establishments and transaction counterparties.

3.3. NTA may rely on facts and documents provided by the Client without independent verification unless independent verification has been expressly agreed in writing.

3.4. If facts, assumptions or documents are incomplete, inaccurate, misleading, changed or withheld, the advice may be incorrect or inapplicable and NTA shall not be liable for any resulting consequences.

3.5. The Client shall immediately inform NTA of any change in facts, ownership, management, tax residency, business activity, transaction structure, contract terms or other circumstances relevant to the advice.

4. No Guarantee of Tax Outcome

4.1. NTA does not guarantee any tax saving, tax neutrality, tax deferral, tax refund, tax exemption, deduction, credit, registration, authority acceptance, audit outcome, litigation outcome or other tax result.

4.2. NTA does not guarantee that the Estonian Tax and Customs Board, any foreign tax authority, court, bank, auditor, notary, register or other third party will accept or follow NTA's advice or interpretation.

4.3. Any estimates of taxes, savings, costs, penalties, interest or timing are indicative only unless expressly stated otherwise in writing.

4.4. The Client remains responsible for all tax payments, tax filings, penalties, interest, surcharges, corrections and other tax obligations.

5. Tax Structuring and Implementation

5.1. Tax structuring advice may include analysis of possible legal, tax and commercial structures. Such advice is based on the disclosed facts and the intended commercial purpose of the structure.

5.2. The Client shall not implement any structure for unlawful, fictitious, misleading, abusive, tax evasive, sanctions-related, sham or artificial purposes.

5.3. NTA may refuse to advise on, assist with or continue any structure that appears artificial, abusive, insufficiently documented, lacking commercial substance, tax evasive, sanctions-sensitive, AML-sensitive or reputationally unacceptable.

5.4. Implementation of any structure is the responsibility of the Client unless expressly agreed otherwise. The Client shall obtain all required corporate approvals, legal advice, tax registrations, accounting treatment, transfer pricing documentation, contracts and authority confirmations where required.

5.5. Where a structure involves foreign jurisdictions, the Client shall obtain local tax and legal advice in those jurisdictions if recommended by NTA or reasonably required by the nature of the matter.

6. Cross-Border Matters

6.1. Cross-border tax advice is particularly fact-sensitive. The Client shall disclose all foreign connections, including residence, citizenship, place of effective management, directors, beneficial owners, employees, contractors, customers, suppliers, assets, bank accounts, warehouses, branches, dependent agents and travel patterns.

6.2. Unless expressly agreed otherwise, NTA advises only on Estonian tax law and general cross-border considerations. NTA does not provide binding advice on foreign law unless expressly agreed in writing.

6.3. NTA may involve or recommend foreign tax advisors, lawyers or other professionals. Their fees shall be borne by the Client unless agreed otherwise.

6.4. NTA is not liable for foreign tax consequences, including permanent establishment exposure, residence conflicts, controlled foreign company rules, withholding taxes, VAT registration obligations, payroll tax obligations, reporting obligations or penalties in foreign jurisdictions, unless NTA expressly agreed to advise on such matters.

7. Tax Residency and Place of Effective Management

7.1. The Client acknowledges that incorporation in Estonia or use of Estonian services does not automatically determine tax residency, place of effective management, management substance, permanent establishment status or foreign tax treatment.

7.2. The Client shall disclose where directors, shareholders, beneficial owners, decision makers, employees and key business functions are located and where material management decisions are made.

7.3. NTA does not guarantee that an Estonian company will be treated as solely Estonian tax resident by foreign tax authorities.

7.4. The Client remains responsible for assessing and managing foreign tax residency, permanent establishment and place-of-management risks.

8. Permanent Establishment and Substance Risks

8.1. NTA may advise on permanent establishment and substance risks where expressly agreed.

8.2. The Client shall disclose all physical presence, employees, agents, representatives, dependent contractors, warehouses, offices, management activities, sales activities and operational functions in all relevant jurisdictions.

8.3. NTA does not guarantee that the Client will not create or be deemed to have a permanent establishment, taxable presence, payroll obligation, VAT registration obligation or other tax nexus in Estonia or abroad.

8.4. Use of legal address, virtual office, e-residency, accounting services or corporate services does not by itself create tax substance or eliminate foreign tax risks.

9. VAT and Indirect Taxes

9.1. VAT advice may include advice on VAT registration, place of supply, reverse charge, intra-Community supplies and acquisitions, imports, exports, input VAT, invoicing, OSS/IOSS and related issues, where expressly agreed.

9.2. VAT treatment depends on the actual transaction, contractual terms, movement of goods, location of customers and suppliers, status of counterparties, evidence, invoices, transport documents and applicable local law.

9.3. The Client shall provide all contracts, invoices, transport documents, customs documents, customer status information, supplier information and transaction evidence requested by NTA.

9.4. NTA does not guarantee VAT registration, input VAT recovery, acceptance of zero rating, reverse charge treatment, exemption treatment or any other VAT result.

10. Transfer Pricing and Related-Party Transactions

10.1. Where NTA advises on related-party transactions, management fees, intra-group loans, cost recharges, dividends, royalties or other intra-group arrangements, the Client shall disclose all related parties, ownership links, contracts, functions, assets, risks, pricing methods and financial data.

10.2. Unless expressly agreed, NTA does not prepare full transfer pricing documentation, benchmarking studies, valuation reports or expert opinions.

10.3. NTA does not guarantee that any related-party pricing, interest rate, management fee, cost recharge, margin or allocation key will be accepted by any tax authority.

10.4. The Client remains responsible for maintaining legally required transfer pricing documentation and supporting evidence.

11. Rulings, Authority Communication and Filings

11.1. NTA may assist with tax authority communication, explanatory letters, voluntary disclosures, ruling requests, registration applications or similar matters where expressly agreed.

11.2. NTA does not guarantee that any authority will issue a favourable ruling, accept an explanation, refrain from audit, register the Client, refund tax, cancel penalties or follow any proposed interpretation.

11.3. No filing, application, explanation or communication shall be submitted by NTA unless the Client has provided all requested information and approvals and unless NTA is satisfied that the submission is sufficiently documented.

11.4. The Client remains responsible for the accuracy and completeness of all information submitted to tax authorities or other authorities.

12. Oral Advice and Informal Communications

12.1. Oral advice, phone calls, meeting comments, messenger messages and informal communications are preliminary and non-binding unless confirmed in writing by NTA.

12.2. The Client should not rely on oral or informal advice for material tax, corporate, legal, financial or commercial decisions unless such advice has been confirmed in writing and the relevant facts have been fully disclosed.

12.3. Short e-mail comments are limited to the specific question asked and the facts disclosed and shall not be interpreted as comprehensive tax opinions.

13. No Duty to Update Advice

13.1. NTA is not obliged to update any advice, report, memorandum, e-mail, calculation, structure, analysis or other work product after delivery due to changes in law, tax authority practice, court practice, facts, assumptions, business activity or circumstances, unless expressly agreed in writing.

13.2. The Client is responsible for requesting updated advice before relying on earlier advice for later transactions, changed facts, new periods or different jurisdictions.

13.3. Advice delivered for one transaction, period, entity, jurisdiction or fact pattern may not be relied upon for another transaction, period, entity, jurisdiction or fact pattern without NTA's written confirmation.

14. No Third-Party Reliance

14.1. All tax advice, reports, memoranda, calculations, e-mails and work products are prepared solely for the Client and solely for the purpose of the relevant Engagement.

14.2. No shareholder, beneficial owner, director, investor, bank, auditor, authority, counterparty, group company or other third party may rely on NTA's advice or work products without NTA's prior written consent.

14.3. NTA assumes no duty of care or liability to any third party unless expressly agreed in writing.

14.4. If the Client discloses NTA's advice to a third party without consent, the Client shall ensure that the third party is informed that the advice is not prepared for, and may not be relied upon by, such third party.

15. Prohibited Tax Advice and Compliance Refusal

15.1. NTA does not advise on, assist with or facilitate tax fraud, tax evasion, sham transactions, false invoicing, fabricated documents, concealed beneficial ownership, sanctions circumvention, money laundering, terrorist financing or unlawful tax arrangements.

15.2. NTA may refuse, suspend or terminate Services if a matter appears to involve unlawful, abusive, artificial, fictitious, insufficiently documented, misleading or reputationally unacceptable arrangements.

15.3. NTA may refuse to prepare, approve, submit or support any filing, declaration, position, structure or explanation that NTA considers inaccurate, incomplete, unlawful, misleading, insufficiently documented or inconsistent with AML/KYC, tax or professional standards.

16. Client Decisions and Implementation Risk

16.1. The Client is solely responsible for deciding whether to implement any advice or structure.

16.2. The Client is responsible for ensuring that implementation is consistent with the advice, properly documented, legally valid, commercially justified and aligned with accounting, tax, corporate and regulatory requirements.

16.3. NTA is not liable for consequences resulting from partial, incorrect, delayed, modified or unauthorised implementation of advice by the Client or third parties.

16.4. Where implementation requires legal documents, board approvals, shareholder approvals, valuations, transfer pricing documentation, foreign advice, filings or registrations, the Client shall obtain them unless expressly agreed otherwise.

17. Use of External Advisors

17.1. NTA may recommend, instruct or coordinate with external tax advisors, attorneys, auditors, valuation experts, transfer pricing specialists or other professionals where required or appropriate.

17.2. External advisors may be necessary for foreign law, regulated legal advice, court proceedings, complex valuation matters, transfer pricing benchmarking, audit matters or specialist tax issues.

17.3. The Client shall bear the fees and costs of external advisors unless agreed otherwise.

17.4. NTA is not liable for independent advice provided by external advisors unless mandatory law provides otherwise.

18. Fees for Tax Advisory Services

18.1. Tax Advisory and Tax Structuring Services may be charged on an hourly, fixed-fee, retainer, project or other agreed basis.

18.2. If the scope changes, facts are incomplete, additional jurisdictions are involved, authority questions arise, urgent work is required or implementation support is requested, NTA may charge additional fees.

18.3. Tax advice is payable regardless of whether the Client implements the advice or achieves any tax, commercial, authority or financial result.

18.4. NTA may require advance payment before starting or continuing Tax Advisory and Tax Structuring Services.

19. Suspension and Termination

19.1. NTA may suspend or terminate Tax Advisory and Tax Structuring Services immediately if the Client fails to pay fees, fails to provide information, provides false or incomplete information, refuses AML/KYC checks, requests unlawful or abusive advice, creates reputational risk or fails to cooperate.

19.2. NTA shall not be liable for any missed deadline, tax consequence, penalty, interest, authority action or other consequence arising from suspension or termination caused by the Client's breach, non-payment, non-cooperation or risk profile.

19.3. Upon termination, the Client remains responsible for appointing replacement advisors and meeting all tax, reporting and compliance deadlines.

20. Indemnity for Tax Advisory and Tax Structuring Services

20.1. 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 incorrect, incomplete, misleading or withheld information provided by the Client.

20.2. The Client shall indemnify NTA against claims arising from the Client's implementation, modification or misuse of tax advice; unlawful or artificial arrangements; tax fraud; sanctions exposure; AML/KYC breaches; false documents; authority claims; third-party reliance; or failure to obtain foreign or specialist advice where required.

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

21. Survival

21.1. The provisions of this Schedule concerning facts and assumptions, no guarantee, cross-border risks, no duty to update, no third-party reliance, prohibited tax advice, limitation of liability, indemnity, fees, confidentiality, data retention and Client responsibility shall survive termination of the Engagement.