

## SCHEDULE 3

### ACCOUNTING AND BOOKKEEPING SERVICES

This Schedule forms an integral part of the Terms & Conditions of Nordic Tax & Accounting OÜ and applies to all accounting, bookkeeping, financial reporting, VAT accounting, annual report support, management accounting and related accounting administration services provided by NTA.

In the event of a conflict between this Schedule and the General Terms, this Schedule shall prevail for Accounting and Bookkeeping Services.

#### 1. Scope of Services

1.1. Accounting and Bookkeeping Services may include, subject to written agreement, the following services:

- a. ongoing bookkeeping and accounting administration;
- b. processing of accounting source documents;
- c. posting of purchase invoices, sales invoices, bank statements and other accounting entries;
- d. VAT accounting and preparation of VAT-related information;
- e. preparation of management reports and accounting summaries;
- f. assistance with annual accounts and annual report preparation;
- g. assistance with accounting-related tax declarations;
- h. reconciliation of accounts, receivables, payables and bank transactions;
- i. communication with the Client regarding accounting documents and explanations;
- j. accounting system administration, where expressly agreed;
- k. related accounting consultations and administrative support.

1.2. NTA provides Accounting and Bookkeeping Services only within the expressly agreed scope. Any service not expressly agreed shall be deemed excluded.

1.3. Unless expressly agreed in writing, the Services under this Schedule do not include statutory audit, assurance, forensic accounting, valuation, insolvency advice, legal representation, investment advice or verification of the commercial reality of transactions.

1.4. NTA may refuse to provide or continue Accounting and Bookkeeping Services if the Client's records, transactions, business model, documents or explanations are incomplete, inconsistent, suspicious, unlawful, artificial, high-risk or insufficiently documented.

#### 2. No Audit, Assurance or Verification Engagement

2.1. Accounting and Bookkeeping Services are not audit, review, assurance or forensic services.

2.2. NTA does not express an audit opinion, assurance conclusion or independent verification statement on the Client's accounts, annual report, transactions, internal controls or financial position unless expressly agreed in a separate written engagement.

2.3. NTA is not obliged to detect fraud, misappropriation, hidden liabilities, fictitious transactions, forged documents, sham arrangements, tax evasion, sanctions violations or other irregularities unless expressly agreed in writing.

2.4. NTA may rely on documents, explanations and confirmations provided by the Client without independent verification.

2.5. The Client acknowledges that the preparation or processing of accounting records by NTA does not constitute confirmation that the underlying transactions are lawful, genuine, commercially reasonable or tax-compliant.

#### 3. Client Responsibility for Accounting Records

3.1. The Client remains solely responsible for the accuracy, completeness, authenticity, legality and timely submission of all accounting source documents, business records, contracts, invoices, bank statements, receipts, payroll information, expense reports and explanations.

3.2. The Client remains responsible for maintaining accounting records and preserving original documents in accordance with applicable law.

3.3. The Client shall ensure that all business transactions are properly documented and supported by legally valid source documents.

3.4. The Client shall not provide false, backdated, fabricated, altered, misleading, incomplete or economically artificial documents or explanations.

3.5. The Client shall immediately inform NTA of any error, omission, dispute, suspected fraud, tax risk, legal issue, unusual transaction or material change affecting the accounts.

3.6. Approval of accounts, reports, declarations, annual reports and filings remains the responsibility of the Client's management unless expressly agreed otherwise.

#### 4. Delivery of Documents and Information

4.1. The Client shall provide all accounting documents and information in the format, manner and deadline requested by NTA.

4.2. Unless otherwise agreed, the Client shall provide accounting documents on an ongoing and timely basis and no later than the internal deadline communicated by NTA for the relevant reporting period.

4.3. NTA may require documents to be uploaded through NTA's designated software, client portal, document management system or other approved channel.

4.4. NTA may refuse to process documents submitted through unapproved channels, in unclear format, without

sufficient explanation, after agreed deadlines or in a form that creates excessive administrative burden.

4.5. The Client shall provide explanations for unclear, unusual, high-value, related-party, cross-border, cash-based, high-risk or insufficiently documented transactions without undue delay.

4.6. NTA is not liable for missed deadlines, incorrect postings, late declarations, penalties or other consequences caused by late, missing, unclear, inconsistent or incomplete Client documents or explanations.

## **5. Deadlines and Reporting Periods**

5.1. Any accounting, VAT, tax, annual report or reporting deadline accepted by NTA is conditional upon the Client providing complete documents, explanations, approvals, access rights and payments in due time.

5.2. Unless expressly agreed otherwise, the Client remains responsible for monitoring statutory accounting, tax, VAT, payroll, corporate and annual report deadlines.

5.3. NTA may set internal submission deadlines for accounting documents that are earlier than statutory deadlines.

5.4. If the Client misses an internal submission deadline, NTA may perform the work later, charge additional fees, refuse urgent processing or decline responsibility for meeting the statutory deadline.

5.5. NTA may charge express service fees for urgent or late-submitted work, subject to NTA's capacity and acceptance.

5.6. NTA is not obliged to prioritise late-submitted documents over other client work.

## **6. Accounting Software and Systems**

6.1. NTA may use its own accounting software, document management systems, workflow tools, client portals, bank import tools, reporting systems and related digital infrastructure.

6.2. NTA determines, at its sole discretion, which accounting software, processes, chart of accounts, document workflows and reporting formats are used, unless expressly agreed otherwise.

6.3. The Client shall provide all access rights, authorisations, data exports, system permissions and technical information reasonably required by NTA.

6.4. The Client is responsible for safeguarding its own access credentials, users, devices and internal approvals.

6.5. NTA is not liable for third-party software failures, bank feed errors, data import errors, authority portal downtime, system outages, internet failures or errors caused by the Client's systems or data exports.

6.6. Data export, migration, reconciliation or handover after termination may be subject to full payment of outstanding fees and additional service fees.

## **7. Bank Statements, Payments and Reconciliations**

7.1. The Client shall provide complete bank statements and payment information for all accounts used in the business.

7.2. The Client shall disclose all bank accounts, payment accounts, cash accounts, card accounts and other financial accounts used for business purposes.

7.3. NTA may perform accounting reconciliation based on the bank statements and information provided by the Client.

7.4. NTA is not responsible for making payments, approving payments, monitoring liquidity, managing bank accounts or preventing unauthorised payments unless expressly agreed in writing.

7.5. The Client remains responsible for all payments of taxes, salaries, suppliers, loans, dividends, government fees, penalties and other obligations.

7.6. NTA is not liable for payment delays, failed payments, incorrect payments, insufficient funds, bank restrictions or payment approval issues.

## **8. VAT Accounting and Declarations**

8.1. Where expressly agreed, NTA may assist with VAT accounting and preparation of VAT-related information or declarations.

8.2. VAT treatment depends on the actual facts, documents, contracts, movement of goods, place of supply, customer status, supplier status, tax residency, invoice data and applicable law.

8.3. The Client shall provide all information required to determine VAT treatment, including contracts, invoices, transport documents, customs documents, proof of supply, customer VAT numbers and explanations of transaction flows.

8.4. NTA may rely on invoice data and explanations provided by the Client unless independent verification has been expressly agreed.

8.5. NTA does not guarantee that the Estonian Tax and Customs Board or any foreign tax authority will agree with the VAT treatment applied.

8.6. NTA may refuse to include a transaction in a VAT declaration if the documentation is incomplete, inconsistent, suspicious, artificial or insufficiently explained.

8.7. The Client remains responsible for payment of VAT, penalties, interest and other tax consequences arising from its transactions and documents.

## **9. Annual Accounts and Annual Report Support**

9.1. Where expressly agreed, NTA may assist with the preparation of annual accounts, annual report information, notes and related accounting schedules.

9.2. Annual accounts and annual reports are prepared on the basis of documents, confirmations, explanations and approvals provided by the Client.

9.3. The Client's management remains responsible for the annual report, management report, confirmations, approval and submission unless expressly agreed otherwise.

9.4. NTA may require written management confirmations before finalising annual accounts or annual report support.

9.5. NTA may refuse to finalise or assist with an annual report if accounting records are incomplete, equity issues exist, transactions are unclear, documents are missing, management confirmations are not provided or AML/KYC concerns arise.

9.6. NTA does not guarantee that the Commercial Register, tax authority, auditor, shareholder, creditor or other third party will accept the annual report or underlying accounting treatment.

## **10. Management Reports and Financial Information**

10.1. Management reports, accounting summaries, profit and loss statements, balance sheets, cash-flow summaries and other financial information prepared by NTA are based on available accounting data and Client-provided information.

10.2. Management reports are prepared for internal business use only unless expressly agreed otherwise.

10.3. NTA does not guarantee that management reports are suitable for financing, investment, audit, due diligence, litigation, valuation or third-party reliance purposes.

10.4. No third party may rely on management reports or financial information prepared by NTA without NTA's prior written consent.

10.5. The Client remains responsible for business decisions made on the basis of reports, summaries, forecasts or financial information.

## **11. Payroll-Related Accounting Information**

11.1. If payroll information affects accounting records, the Client shall provide all salary, employment, benefit, expense, holiday, sick leave, bonus, tax and social contribution information in due time.

11.2. Unless Payroll Services are expressly agreed under a separate schedule or engagement, NTA's Accounting and Bookkeeping Services do not include payroll calculation, employment law advice or HR administration.

11.3. The Client remains responsible for the accuracy and legality of employment arrangements, salary data, benefits, reimbursements, working time information and employee-related obligations.

11.4. NTA is not liable for accounting or tax consequences caused by incomplete, inaccurate or late payroll-related information.

## **12. Related-Party Transactions and Loans**

12.1. The Client shall identify all related-party transactions, shareholder loans, management loans, group recharges, dividends, capital contributions, non-business expenses and transactions with owners, directors, employees or connected persons.

12.2. The Client shall provide all agreements, resolutions, payment evidence, interest calculations, transfer pricing information and explanations required for accounting and tax treatment.

12.3. NTA may refuse to process or report related-party transactions that are not properly documented or appear artificial, unlawful, tax abusive or insufficiently explained.

12.4. Unless expressly agreed, NTA does not perform transfer pricing analysis, valuation or legal review of related-party arrangements.

## **13. Cash, Expenses and Reimbursements**

13.1. The Client shall provide all expense receipts, business purpose explanations, travel documents, reimbursement claims and cash transaction documents in due time.

13.2. The Client remains responsible for ensuring that expenses are business-related, properly authorised and supported by valid documents.

13.3. NTA may refuse to book expenses as business expenses where the business purpose is unclear, documents are missing, the transaction appears private or the tax treatment is uncertain.

13.4. The Client is responsible for tax consequences arising from private expenses, fringe benefits, undocumented expenses, cash transactions or incorrect reimbursement claims.

## **14. Corrections and Prior Periods**

14.1. If errors, omissions or incomplete records are discovered, NTA may recommend or perform corrections, subject to separate fees and Client approval where required.

14.2. Corrections relating to periods before NTA's engagement, periods handled by another accountant or periods with incomplete data may require additional review and additional fees.

14.3. NTA is not responsible for errors, omissions, penalties or tax consequences arising from periods before the commencement of NTA's engagement unless expressly agreed in writing.

14.4. NTA may refuse to take over accounting records if prior records are incomplete, unreliable, inconsistent, inaccessible or high-risk.

14.5. Reconciliation, clean-up, reconstruction or migration of historical accounting records is not included in ordinary recurring bookkeeping fees unless expressly agreed.

## **15. Authority Requests and Tax Audits**

15.1. Assistance with authority requests, tax audits, inspections, explanations, objections, appeals or correspondence is not included in ordinary Accounting and Bookkeeping Services unless expressly agreed.

15.2. NTA may assist with authority requests or tax audits subject to separate fees, capacity, scope and risk assessment.

15.3. The Client shall immediately forward any authority request, notice, audit letter, tax inquiry, deadline or official correspondence to NTA if assistance is requested.

15.4. NTA is not liable for missed authority deadlines or adverse decisions where the Client fails to forward

correspondence, provide explanations, approve responses or pay fees in due time.

15.5. NTA does not guarantee any outcome in tax audits, authority reviews, disputes, objections or proceedings.

## 16. Document Retention and Original Documents

16.1. The Client remains responsible for retaining original accounting records and source documents in accordance with applicable law unless NTA has expressly agreed to provide document custody.

16.2. NTA may retain copies of accounting records, source documents, reports, communications, approvals and work papers for legal, accounting, AML/KYC, tax, risk management and evidentiary purposes.

16.3. NTA may retain work products, reports, files, exports, deliverables, system access and copies of documents until all outstanding fees, costs and expenses have been paid in full.

16.4. Additional document retrieval, export, archive search, reconstruction, reconciliation or handover assistance may be charged separately.

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

## 17. Fees and Additional Work

17.1. Ordinary recurring accounting fees cover only the Services expressly agreed for the relevant period.

17.2. NTA may charge additional fees for work caused by incomplete, late, unclear, inconsistent, high-volume, unusual, cross-border, historical, urgent or high-risk documents or transactions.

17.3. Additional fees may apply for catch-up bookkeeping, historical reconstruction, clean-up, migration, reconciliations, annual report support, authority requests, tax audit support, management reporting, corrections, data exports, document retrieval and special reports.

17.4. NTA may require advance payment for additional work.

17.5. NTA is not obliged to perform additional work unless the scope, fee and timing have been accepted by NTA.

## 18. Suspension and Termination of Accounting Services

18.1. NTA may suspend or terminate Accounting and Bookkeeping Services immediately if:

- a. the Client fails to pay fees;
- b. the Client fails to provide documents, explanations or approvals;
- c. accounting records are incomplete, unreliable or suspicious;
- d. the Client provides false, backdated, fabricated or misleading documents;
- e. the Client refuses to explain transactions;

f. AML/KYC, sanctions, tax fraud, reputational or compliance concerns arise;

g. the Client's business model or transactions become unacceptable to NTA;

h. the Client requests NTA to process, conceal or ignore unlawful, fictitious or insufficiently documented transactions;

i. continuation of Services could expose NTA to legal, tax, regulatory, AML, financial or reputational risk.

18.2. Upon suspension or termination, NTA may cease bookkeeping, reporting, filings, reconciliations, annual report support, authority communication and access to accounting systems.

18.3. The Client remains responsible for appointing a replacement accountant and ensuring uninterrupted accounting, tax, VAT, payroll and corporate compliance.

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

## 19. Indemnity for Accounting and Bookkeeping Services

19.1. 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. incorrect, incomplete, late or misleading Client documents or information;
- b. unlawful, fictitious, artificial or insufficiently documented transactions;
- c. tax, VAT, payroll, accounting, corporate or regulatory breaches by the Client;
- d. failure by the Client to retain original documents;
- e. failure by the Client to approve reports, declarations, filings or annual reports in due time;
- f. authority claims, tax audits, penalties or interest caused by the Client's transactions or documents;
- g. business decisions made by the Client;
- h. disputes with shareholders, directors, employees, suppliers, customers, creditors, authorities or other third parties;
- i. instructions, approvals or confirmations provided by the Client.

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

## 20. Survival

20.1. The provisions of this Schedule concerning client responsibility, document retention, no audit or assurance, no guarantee, limitation of liability, indemnity, fees, confidentiality, data retention, authority requests and suspension shall survive termination of the Engagement.