

SCHEDULE 5

CEO AND CFO AS A SERVICE AND MANAGEMENT SERVICES

This Schedule forms an integral part of the Terms & Conditions of Nordic Tax & Accounting OÜ and applies to all CEO as a Service, CFO as a Service, management support, financial management, administrative management, management board support, strategic coordination, reporting, budgeting, controlling and related management services provided by NTA.

In the event of a conflict between this Schedule and the General Terms, this Schedule shall prevail for CEO as a Service, CFO as a Service and Management Services.

1. Scope of Services

1.1. CEO as a Service, CFO as a Service and Management Services may include, subject to written agreement, the following services:

- a. strategic management support and business coordination;
- b. management board support and administrative coordination;
- c. preparation, review or coordination of management documents;
- d. support in internal governance, reporting and decision-making processes;
- e. representation or execution of documents only where expressly authorised and legally permitted;
- f. budgeting, cash-flow planning, management reporting and financial analysis;
- g. financial controlling, management accounting and performance monitoring;
- h. coordination with accountants, payroll providers, auditors, tax advisors, lawyers, banks, investors, authorities or other third parties, where expressly agreed;
- i. support in implementing financial processes, internal controls and reporting routines;
- j. assistance with board packs, investor reports, shareholder reports or management information;
- k. related advisory, administrative and coordination services.

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. This Schedule does not automatically appoint NTA or any person made available by NTA as a management board member, director, procurator, authorised signatory, employee, officer or legal representative of the Client.

1.4. Any formal appointment of a natural person as management board member, director, officer, authorised representative or similar function requires a separate written agreement, specific approval by NTA and completion of all compliance, risk and AML/KYC checks to NTA's satisfaction.

2. Nature of CEO as a Service

2.1. CEO as a Service may consist of management support, strategic coordination, administrative management assistance, document coordination, business supervision support and related services, but only within the expressly agreed scope.

2.2. Unless expressly agreed in a separate written appointment agreement, CEO as a Service does not constitute actual management board membership, legal representation, fiduciary office, nominee directorship or assumption of statutory management obligations.

2.3. Where a natural person is formally appointed to a management board or similar office, the rights, duties, remuneration, scope of authority, limitations, indemnity, termination, resignation and liability protection shall be governed by a separate written agreement in addition to these Terms.

2.4. NTA and any person made available by NTA may refuse to sign, approve, submit, authorise or execute any document, transaction, payment, declaration, filing or instruction that is incomplete, unsupported, unlawful, suspicious, commercially unreasonable, insufficiently explained or outside the agreed scope.

3. Nature of CFO as a Service

3.1. CFO as a Service may consist of financial management support, budgeting, forecasting, cash-flow planning, management reporting, financial analysis, controlling, financial process coordination and related services.

3.2. CFO as a Service is an advisory, analytical, administrative and coordination service. It does not constitute audit, statutory assurance, regulated investment advice, asset management, payment services, credit intermediation, banking services or financial product advice.

3.3. NTA does not guarantee financing, investment, profitability, liquidity, valuation, investor acceptance, bank acceptance, grant approval, tax result or any other commercial or financial outcome.

3.4. Financial plans, forecasts, budgets and projections are based on assumptions, estimates and information provided by the Client. Actual results may differ materially.

4. Client Responsibility and Final Decision-Making

4.1. The Client, its shareholders, beneficial owners and competent corporate bodies remain solely responsible for the Client's business, management decisions, strategy, financing, transactions, contracts, tax compliance, accounting obligations, solvency, employees, suppliers, customers and lawful operation.

4.2. NTA does not assume entrepreneurial risk, business risk, tax risk, liquidity risk, insolvency risk, market risk, financing risk, regulatory risk or liability for the Client's business model.

4.3. Any advice, recommendation, report, forecast, analysis or management input provided by NTA is for the Client's

consideration only. The Client remains responsible for making final business decisions.

4.4. The Client shall ensure that all corporate decisions are validly made, properly authorised and documented by the competent corporate bodies.

5. Client Information and Cooperation

5.1. The Client shall provide NTA with all information, documents, explanations, access rights, approvals, budgets, contracts, bank data, accounting data, payroll data, tax information, shareholder information and other materials required for the provision of Services.

5.2. The Client shall ensure that all information provided to NTA is accurate, complete, current, lawful and not misleading.

5.3. NTA may rely on information provided by the Client, its management, shareholders, employees, advisors, accountants, lawyers, auditors or other representatives without independent verification unless expressly agreed otherwise.

5.4. NTA is not liable for any loss, incorrect advice, incorrect report, missed deadline, wrong forecast, wrong decision or other consequence caused by incomplete, late, inaccurate, misleading or withheld information.

6. Authority, Instructions and Signing Rights

6.1. NTA shall act only within the authority expressly granted by the Client in writing.

6.2. Any authority to represent the Client, sign documents, communicate with authorities, approve reports, submit filings, authorise payments or interact with third parties must be expressly agreed and may be limited, conditional and revocable.

6.3. NTA may require written instructions, board approvals, shareholder approvals, powers of attorney, source documents, supporting evidence or legal opinions before acting.

6.4. NTA may refuse to act on oral, unclear, incomplete, contradictory, suspicious, unauthorised or commercially unreasonable instructions.

6.5. NTA is not obliged to execute urgent instructions if NTA considers that there is insufficient time, information, authority, compliance clearance or supporting documentation.

7. Payments, Banking Access and Financial Controls

7.1. NTA does not provide payment services, banking services, payment initiation services, account information services, credit intermediation, investment services or regulated financial services.

7.2. Where NTA assists with financial administration, such assistance is limited to internal management support, reporting, budgeting, coordination or documentation within the agreed scope.

7.3. NTA is not obliged to initiate, approve, execute or authorise any payment unless expressly agreed and legally permitted.

7.4. The Client remains solely responsible for all payments, bank accounts, payment approvals, liquidity, tax payments, salary payments, supplier payments, loan repayments and compliance with banking terms.

7.5. NTA may refuse to approve, recommend, process or coordinate any payment that is insufficiently documented, suspicious, commercially unclear, unlawful, tax sensitive, AML sensitive, sanctions sensitive or outside the agreed scope.

7.6. The Client shall implement and maintain appropriate internal controls, approval procedures, segregation of duties and anti-fraud measures.

8. Forecasts, Budgets and Reports

8.1. Any budget, forecast, cash-flow plan, financial model, management report, KPI report, valuation input, scenario analysis or similar work product prepared by NTA is based on information, assumptions and estimates available at the time of preparation.

8.2. NTA does not warrant that forecasts, budgets, projections, financial models or assumptions will be achieved.

8.3. The Client shall review all reports, calculations, models and assumptions and shall inform NTA immediately of any inaccuracies, omissions, changes or concerns.

8.4. Reports and analyses prepared by NTA are intended solely for the Client and the specific purpose agreed. They may not be disclosed to or relied upon by third parties without NTA's prior written consent.

8.5. NTA is not liable for decisions made by the Client, investors, shareholders, banks, authorities or third parties on the basis of forecasts, budgets, reports, models or analyses.

9. Compliance, AML/KYC and Risk-Based Refusal

9.1. Services under this Schedule may be compliance-sensitive and may require enhanced AML/KYC, sanctions, tax, corporate, financial and risk assessment procedures.

9.2. NTA may request information on beneficial owners, source of funds, source of wealth, business model, transaction background, counterparties, jurisdictions, tax residency, management structure, financing and planned transactions.

9.3. NTA may refuse, suspend or terminate Services if information is incomplete, inconsistent, suspicious, high-risk or insufficiently documented.

9.4. NTA may refuse to participate in or support any arrangement that may involve tax fraud, money laundering, terrorist financing, sanctions evasion, sham transactions, fictitious management, concealed beneficial ownership, insolvency abuse or unlawful conduct.

9.5. NTA is not required to disclose internal risk reasons where disclosure would be unlawful, inappropriate or contrary to AML/KYC, sanctions, regulatory or internal compliance obligations.

10. Insolvency, Financial Distress and Going Concern

10.1. The Client remains responsible for monitoring its solvency, liquidity, equity position, going concern status, payment ability and statutory duties in case of financial distress.

10.2. NTA may provide financial analysis or management information but does not assume responsibility for insolvency monitoring, creditor protection, restructuring decisions or statutory filings unless expressly agreed in writing.

10.3. If NTA becomes aware of financial distress, negative equity, overdue taxes, overdue salaries, creditor pressure, enforcement action or other serious risk, NTA may require immediate clarification, additional documents, legal advice, shareholder decisions, advance payment or termination of Services.

10.4. NTA and any person made available by NTA may resign, withdraw, suspend Services or refuse instructions if continuing could expose them to personal liability, insolvency risk, tax risk, creditor claims, regulatory risk or reputational risk.

11. External Advisors and Professional Opinions

11.1. NTA may recommend or require the involvement of external lawyers, auditors, tax advisors, insolvency advisors, valuation experts, payroll specialists or other professional advisors where the matter exceeds the agreed scope or requires specialist advice.

11.2. The Client shall bear the cost of external advisors where such involvement is agreed, necessary, requested by the Client or caused by the Client's facts, structure, risk profile or instructions.

11.3. NTA is not responsible for independent advice, opinions, reports or services provided by external advisors unless mandatory law provides otherwise.

11.4. NTA may refuse to continue Services if the Client refuses to obtain external advice that NTA considers necessary for legal, tax, insolvency, regulatory, AML or risk reasons.

12. No Employment, Agency or Partnership

12.1. The provision of Services under this Schedule does not create an employment relationship, partnership, joint venture, fiduciary relationship, general agency or unlimited representation authority between NTA and the Client.

12.2. NTA's personnel, contractors or representatives remain personnel, contractors or representatives of NTA unless expressly agreed otherwise.

12.3. The Client shall not present NTA or any person made available by NTA as having authority beyond the expressly agreed scope.

12.4. NTA may require the Client to correct any misleading public statement, register entry, website, contract, invoice, presentation or communication referring to NTA or any person made available by NTA.

13. D&O Insurance, Retainers and Security

13.1. NTA may require the Client to maintain directors' and officers' liability insurance, professional indemnity insurance

or other appropriate insurance where NTA or a person made available by NTA assumes a formal office or higher-risk role.

13.2. NTA may require advance payment, retainer, deposit, indemnity agreement, shareholder guarantee, parent company guarantee or other security before commencing or continuing Services under this Schedule.

13.3. NTA may suspend or terminate Services if required insurance, retainer, security or indemnity arrangements are not provided or maintained.

13.4. The existence of insurance does not limit the Client's indemnity obligations under these Terms.

14. Indemnity

14.1. The Client shall indemnify and hold harmless NTA, its management board members, employees, contractors, representatives and affiliated persons, including any person made available by NTA for CEO as a Service, CFO as a Service or Management Services, against all claims, losses, liabilities, penalties, damages, costs and expenses arising out of or in connection with:

- a. the Client's business activity, transactions, contracts or decisions;
- b. incorrect, incomplete, late or misleading Client information;
- c. instructions, approvals, documents, filings or payments requested or approved by the Client;
- d. tax, accounting, employment, regulatory, sanctions or AML breaches by the Client;
- e. shareholder, director, investor, creditor, employee, supplier, customer or authority claims;
- f. insolvency, financial distress, negative equity, liquidity problems or creditor actions of the Client;
- g. misuse of NTA's name, address, personnel, authority or services;
- h. any formal appointment, role or authority accepted at the Client's request, except to the extent caused by intentional misconduct or gross negligence where liability cannot be limited under mandatory law.

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

15. Limitation of Liability

15.1. The limitation of liability in the General Terms applies fully to the Services under this Schedule.

15.2. NTA shall not be liable for business losses, financial losses, loss of profit, loss of financing, loss of investment, loss of opportunity, loss of goodwill, liquidity shortages, insolvency consequences, creditor claims, authority actions, tax consequences, management decisions or third-party reliance arising from Services under this Schedule.

15.3. NTA shall not be liable for any act, omission, decision, transaction or payment made by the Client or by third parties, even if NTA provided advice, analysis, coordination or administrative support in relation to such matter.

15.4. No person made available by NTA shall assume personal liability for the Client's business debts, taxes, salaries, supplier debts, creditor claims, regulatory obligations, financing obligations or business risks except to the extent mandatory law provides otherwise.

16. Suspension, Resignation and Termination

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

- a. the Client fails to pay fees, retainers or security;
- b. the Client fails to provide required information, approvals or access;
- c. AML/KYC, sanctions, tax, insolvency, regulatory or reputational concerns arise;
- d. the Client provides false, incomplete or misleading information;
- e. the Client requests unlawful, unsupported, suspicious or commercially unreasonable actions;
- f. NTA or any person made available by NTA may be exposed to personal liability, creditor claims, tax risk, regulatory risk or reputational risk;
- g. the Client becomes uncooperative, unreachable, insolvent or unable to meet obligations;
- h. required D&O insurance, retainer, indemnity or security is not provided or maintained.

16.2. Any person formally appointed to an office at the Client may resign from such office in accordance with applicable law and the relevant appointment agreement.

16.3. Upon suspension, resignation or termination, the Client remains responsible for appointing replacement management, advisors, service providers and signatories and for ensuring uninterrupted compliance.

16.4. NTA is not liable for consequences arising from suspension, resignation or termination caused by the Client's breach, non-payment, non-cooperation, risk profile or failure to provide required protection.

17. Survival

17.1. The provisions of this Schedule concerning Client responsibility, authority limitations, refusal rights, AML/KYC, confidentiality, no third-party reliance, reports and forecasts, D&O insurance, indemnity, limitation of liability, fees, suspension, resignation and survival shall survive termination of the Engagement.