

Appendix General Terms of Business

These General Terms of Business apply to the delivery of services by AVENIAS to a client pursuant to the Contract for the Provision of Economic Consulting and Tax Advisory Services (“**the Contract**”). These General Terms of Business apply to the services provided by AVENIAS to the Client even if the Contract is not concluded in writing.

Definitions

The meanings of the following words and phrases, which are widely used in these General Terms of Business, shall be as set out below:

Services — the services to be delivered by AVENIAS under the Contract.

AVENIAS — the AVENIAS contracting party as identified by the letterhead of the Contract.

the Client — the addressee (or addressees) of the Contract and all affiliated companies.

AVENIAS Persons — the AVENIAS contracting party, each and all of its partners, directors, employees and agents, as the case may be, together with any other body or entity controlled by or owned by AVENIAS or associated with AVENIAS and each and all of its partners, directors, employees and agents and “**AVENIAS Person**” shall mean any one of them.

AVENIAS group – AVENIAS Persons.

Other Beneficiaries — all affiliated companies, personnel or representatives if such a person or organisation is a recipient or beneficiary of the Services or any other product thereof and any and each person or organisation which AVENIAS and the Client agree may be so treated.

These definitions shall apply wherever these words and phrases are used in the Contract.

Services and responsibilities of AVENIAS

1. The Contract shall set out the Services to be delivered by AVENIAS and associated matters. These General Terms of Business shall be subject to variation if required in the Contract.
2. The Services shall be delivered with reasonable skill and care.
3. Where individuals to be involved in delivering the Services are named in the Contract, AVENIAS shall use reasonable endeavours to ensure that they are so involved. AVENIAS may substitute those identified for others of equal or similar skills but AVENIAS shall consult the Client before doing so.
4. AVENIAS may acquire sensitive information concerning the Client’s business or affairs in the course of delivering the Services (“**Confidential Information**”). In relation to Confidential Information AVENIAS shall comply with the confidentiality restrictions imposed by any authority in the Slovak Republic with whose requirements AVENIAS are bound to comply, as well as any obligations imposed on AVENIAS by Slovak law. AVENIAS shall be entitled to comply with any requirement of Slovak law, any regulatory body or any other authority in the Slovak Republic with whose requirements AVENIAS are bound to comply to disclose Confidential Information. This clause shall not apply where Confidential Information properly enters the public domain or where AVENIAS wish to disclose it to their professional indemnity insurers or advisers. This clause shall also not apply in relation of disclosure of information between AVENIAS Persons employed by or acting on behalf of different legal entities in Slovakia.

AVENIAS may disclose Confidential Information as necessary to authorised public authorities.

Client agrees to disclosure of Confidential Information for following purposes:

4.1 AVENIAS may share Confidential Information with other member firms of AVENIAS group.

4.2 For the purposes of delivering services to Client or other clients, AVENIAS and other member firms of AVENIAS group shall be entitled to use, develop and share with each other knowledge, experience and skills of general application gained through performing the services.

4.3 AVENIAS may share Confidential Information with AVENIAS group and its member firms in order to improve AVENIAS’s understanding of clients and their business processes and metrics, and to develop AVENIAS’s intellectual capital. To the extent that intellectual capital derived from client data is disclosed to third parties (for example, in “white pages” or reports regarding industry-wide developments), such information is rendered anonymous and not subject to association with any identifiable client.

For the purposes of marketing or publicising or selling our services AVENIAS may wish to disclose that AVENIAS have performed work (including the Services) for the Client, in which event we may identify the Client by name and AVENIAS may indicate only the general nature or category of such work (or of the Services) and any details which have properly entered the public domain.

5. AVENIAS may supply written advice or confirm oral advice in writing or deliver a final written report or make an oral presentation on completion of the Services. Prior to completion of the Services AVENIAS may supply oral, draft or interim advice or reports or presentations but in such circumstances AVENIAS’s written advice or final written report shall take precedence. No reliance shall be placed by the Client on any draft or interim advice or report or any draft or interim presentation. Where the Client wishes to rely on oral advice or on an oral presentation made on completion of the Services, the Client shall inform AVENIAS and AVENIAS shall supply documentary confirmation of the advice concerned.
6. AVENIAS shall not be under obligation to update any advice, report or any product of the Services, oral or written, for events occurring after the advice, report or product concerned has been issued in final form.
7. Any product of the Services released to the Client in any form or medium shall be supplied by AVENIAS on the basis that it is for the Client’s benefit and information only and that, save as may be required by law or by a competent regulatory authority, it shall not be copied, referred to or disclosed, in whole (save for the Client’s own internal purposes) or in part, without the prior written consent of AVENIAS. The Services shall be delivered on the basis that the Client shall not quote AVENIAS’s name or reproduce AVENIAS’s logo in any form or medium without the prior written consent of AVENIAS. The Client may disclose in whole any product of the Services to their legal and other professional advisers for the purposes of seeking advice in relation to the Services, provided that when doing so the Client informs them that AVENIAS accept no responsibility or liability to them in connection with the Services.
8. Any advice, opinion, statement of expectation, forecast or recommendation supplied by AVENIAS as part of the Services shall not amount to any form of guarantee that AVENIAS have determined or predicted future events or circumstances.

9. AVENIAS is required to adopt certain measures under Slovak legislation which deals with the legalization of income from criminal activities and protection against financing of terrorism. The Client agrees to and accepts that AVENIAS is required to carry out all acts of due diligence in this matter and that if AVENIAS becomes aware of any unusual business transaction, it is obliged to take all necessary measures and make disclosures specified in the relevant legislation. The Client further confirms that he performs all acts in his own name. Every act of the Client performed in the name of or on behalf of a third person shall be notified to AVENIAS in advance.

Ownership

10. AVENIAS shall retain ownership of the copyright and all other intellectual property rights in the product of the Services, whether oral or tangible, and ownership of AVENIAS working papers. The Client shall acquire ownership of any product of the Services in its tangible form on payment of AVENIAS's Charges for any such product. For the purposes of delivering services to the Client or other clients, AVENIAS and other AVENIAS Persons shall be entitled to use or develop or share with each other knowledge, experience and skills of general application gained through performing the Services.

AVENIAS charges

11. AVENIAS shall render invoices in respect of the Services comprising fees, outlays and VAT thereon (where appropriate), including any overseas taxes ("**the Charges**"). Details of the Charges and any special payment terms shall be set out in the Contract. The fees of AVENIAS shall be based on the degree of responsibility of AVENIAS partners, directors, employees or agents, as the case may be, involved in delivering the Services, their skill and time spent by them in performing them and the nature and complexity of them. Outlays will include directly and indirectly incurred costs. The Charges may differ from estimates or quotations that may have been supplied, which shall be provisional only. There may however be occasions where our charges are made by reference to factors other than on a time spent basis, such as monetary values, urgency, the use of research and knowledge developed within AVENIAS.
12. In return for the delivery of the Services by AVENIAS, the Client shall pay the Charges to AVENIAS (without any right of set-off), within 10 days from invoice delivery or at such other time as may be specified in the Contract.
- 12.1. AVENIAS may charge interest on any outstanding balances in the usual amounts determined by applicable law.
- 12.2. If the Contract is terminated or suspended, AVENIAS shall be entitled to payment for outlays incurred to that time and to payment of fees for work done, plus VAT thereon (where appropriate). The fees for work done shall in this event be calculated by reference to hourly rates at the time of performance of the work on the basis set out in clause 11.
- 12.3. Where there is more than one addressee of the Contract, unless provision is made in the Contract for payment of AVENIAS Charges by one of the addressee or by a third party, all of the addressees shall each be fully liable separately to pay AVENIAS Charges as well as being so liable together as a group and AVENIAS shall be entitled to call upon any of the addressees and all of them for payment in full.

Responsibilities of the Client

13. The Client shall retain responsibility and accountability for:

13.1. the management, conduct and operation of the Client's business and affairs

13.2. the use of, extent of reliance on or implementation of advice or recommendations supplied by AVENIAS or other product of the Services

13.3. making any decision affecting the Services, any product of the Services, the Client's interest and affairs

13.4. the delivery, achievement or realisation of any benefits directly or indirectly related to the Services, which require implementation by the Client.

14. Where the Client requires or the nature of the Services is such that it is likely to be more efficient for AVENIAS to perform work at the Client's premises or using the Client's computer systems or telephone networks, the Client shall ensure that all arrangements are made for access, security procedures, virus checks, facilities, licenses or consents as may be required (without cost to AVENIAS).
15. The Client shall not, directly or indirectly, solicit the employment of any of AVENIAS's partners, directors or employees, as the case may be, involved in performing the Services while the Services are being performed or for a period of 3 months following their completion or following termination of the Contract, without the prior written consent of AVENIAS. This prohibition shall not prevent the Client at any time from running recruitment-advertising campaigns nor from offering employment to any AVENIAS partners, directors or employees, as the case may be, who may respond to any such campaign.

Information

16. To enable AVENIAS to perform the Services, the Client shall supply promptly all information and assistance and all access to documentation in the possession, custody or under the control of the Client and to personnel under the Client's control where required by AVENIAS. The Client shall use their best endeavours to procure these supplies where not in their possession or custody or under their control. The Client shall inform AVENIAS of any information or developments which may come to their notice and which might have a bearing on the Services. The Client shall supply information in response to AVENIAS enquiries to enable AVENIAS to comply with statutory obligations pursuant to Act No. 297/2008 Coll. on Protection Against Legalization of Income from Criminal Activities and Protection Against Terrorist Financing and on Amendments and Supplements to Certain Laws.
17. AVENIAS may rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom AVENIAS know to be or reasonably believe to be authorised by the Client to communicate with AVENIAS for such purposes ("**an Authorised Person**"). AVENIAS may communicate with the Client by electronic mail where an Authorised Person wishes AVENIAS to do so, on the basis that in consenting to this method of communication the Client accepts the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and that the Client shall perform virus checks.

AVENIAS should be informed in writing in case the Client does not agree with the communication by electronic mail or wishes that Confidential Information will be exchanged by electronic mail with encryption.

18. AVENIAS may receive information from the Client or from other sources in the course of delivering the Services.
- AVENIAS shall consider the consistency and quality of information received.
 - AVENIAS shall not seek to establish the reliability of information received from the Client.
 - AVENIAS shall not be liable to the Client for any loss or damage suffered by the Client arising from fraud, misrepresentation, withholding of information material to the Services or other default relating to such material information, whether on the part of the Client or that of the other information sources.
23. AVENIAS or other AVENIAS Persons may be approached to advise another party or parties where there is no Adversarial Conflict but whose interests compete with the Client's specifically and directly in relation to the subject-matter of the Services ("**Competing Party**" or "**Competing Parties**"). AVENIAS seek and shall seek to identify Competing Parties. If the Client knows or become aware that an AVENIAS Person is advising or proposing to advise a Competing Party, the Client shall inform AVENIAS promptly.
24. Where a party being advised by AVENIAS has been identified by AVENIAS or notified by the Client as a Competing Party, AVENIAS shall activate appropriate Barriers and when operating AVENIAS shall be entitled to advise the Competing Party concerned at any time and in any capacity (save in relation to an Adversarial Conflict). Where an Adversarial Conflict arises in relation to a party, which was formerly a Competing Party, the party concerned shall no longer be regarded as a Competing Party and clauses 21 and 22 shall apply.

Knowledge and conflicts

19. In this clause and in clauses 21, 22 and 32 the following definitions shall apply:

- "**the Engagement Team**" shall mean, collectively or individually, AVENIAS Persons who is or are involved in delivering the Services,
- "**Colleagues**" or "**a Colleague**" shall mean, collectively or individually, AVENIAS Persons who are not members of the Engagement Team.

19.1 The Engagement Team shall not be required, expected or deemed to have knowledge of any information known to Colleagues, which is not known to the Engagement Team.

19.2 The Engagement Team shall not be required to make use of or to disclose to the Client any information, whether known to them personally or known to Colleagues, which is confidential to another client.

20. There may be mechanisms operating between AVENIAS Persons designed to facilitate the protection of client's interests through use of one or more of the following safeguards: separate teams, geographical separation, operational independence, separate computer servers and separate electronic mail systems ("**Barriers**").
21. AVENIAS or other AVENIAS Persons may be approached to advise another party or parties who are in dispute with the Client, or to advise or represent the interests of a party or parties whose interests are opposed to the Client through their material concern in matters to which the Services are specifically and directly related ("**Adversarial Conflicts**"). AVENIAS seek and shall continue to seek to identify Adversarial Conflicts. If the Client knows or becomes aware of any which may arise, the Client shall inform AVENIAS promptly.

AVENIAS shall not accept an engagement, which may give rise to an Adversarial Conflict for the Engagement Team. AVENIAS shall be entitled to do so for Colleagues where appropriate and effective Barriers are already and remain in place to prevent the flow of Confidential Information from the Engagement Team to Colleagues and from Colleagues to the Engagement Team.

The existence of such Barriers shall constitute full compliance with AVENIAS's duty of confidence in relation to Adversarial Conflicts.

22. An Adversarial Conflict shall not arise where appropriate Barriers are activated and where at any time during performance of the Services, the Client is an employee (including a director) and an AVENIAS Person is delivering services to the employer, in which case Colleagues shall be entitled to act for the employer at any time and in any capacity.

The existence of such Barriers shall constitute full compliance with AVENIAS's duty of confidence in relation to Competing Parties.

25. Where a party has engaged AVENIAS to advise it, AVENIAS may consider that, even with Barriers operating, the interests of the Client are likely to be prejudiced and AVENIAS may not be satisfied that the situation can be managed. In that event AVENIAS may have to terminate the Contract and AVENIAS shall be entitled to do so on a notice taking effect immediately on delivery but AVENIAS shall consult the Client before taking that step.
26. If we begin performing services for you and subsequently identify circumstances which may prejudice our independence in relation to that or other work we perform for you, your parent company or any affiliate within your company structure, we may need to cease work on the engagement. Where this occurs, we will seek to resolve the situation as quickly as possible and will seek a solution that allows us to continue with the engagement. In the event that we consider the situation cannot be resolved, we may have to terminate the services and we shall be entitled to do so on notice taking effect immediately on delivery but we shall consult you before we take that step.

The Contract

27. The Contract sets out the entire agreement and understanding between AVENIAS and the Client in connection with the Services and supersedes any prior agreements, understandings, arrangements, statements or representations (unless made fraudulently) relating to the Services. Any modifications or variations to the Contract must be in writing and signed by an authorised representative of each of AVENIAS and the Client. In the event of any inconsistency between the Contract and any other elements of the Contract, the Contract shall prevail. Nothing in the Contract shall operate to exclude any liability, which AVENIAS would otherwise have to the Client in respect of any statements made by AVENIAS fraudulently prior to the date of the Contract.

Third party rights

28. The Contract shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of the Contract, which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving to or conferring on third parties contractual or other rights in connection with the Contract shall be excluded. No AVENIAS Person shall be deemed to be a third party for the purposes of this clause.

Circumstances beyond AVENIAS or the Client's control

29. Neither AVENIAS nor the Client shall be in breach of contractual obligations nor shall either AVENIAS or the Client incur any liability to the other if AVENIAS or the Client is unable to comply with the Contract as a result of any cause beyond AVENIAS or the Client's reasonable control. In the event of any such occurrence affecting either AVENIAS or the Client, that party shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the Contract on notice taking effect immediately on delivery.

Waiver, assignment and sub-contractors

30. Failure by either AVENIAS or the Client to exercise or enforce any rights available to either of them shall not amount to a waiver of any rights available to either of them.
31. Neither AVENIAS nor the Client shall have the right to assign the benefit or burden of the Contract without the written consent of the other party.
32. Subject to clause 41, AVENIAS shall have the right to appoint sub-contractors to assist them in delivering the Services as members of the Engagement Team but AVENIAS shall consult the Client before doing so.

Exclusions and limitations on AVENIAS liability

33. Our liability in connection with the Services shall be limited in accordance with this clause and subject to clause 35 and 36.
- The aggregate liability to the Client and to Other Beneficiaries of each and all AVENIAS Persons,
 - in contract or under statute or otherwise,
 - for any direct loss or damage suffered by the Client (or by any such other party) arising from or in connection with the Services,
 - however the direct loss or damage is caused, including AVENIAS's negligence but not fraud or other deliberate breach of duty by AVENIAS,

shall be limited to the amount specified in the Contract, or

if no amount is specified there, to the amount of 2 times the fees paid to AVENIAS for the respective services in accordance with the terms of the Contract.

34. Where there is more than one beneficiary of the Services ("Beneficiary") the limitation on AVENIAS liability agreed under this clause to each Beneficiary shall be apportioned by them amongst them. No Beneficiary shall dispute or challenge the validity, enforceability or operation of this clause on the ground that no such apportionment has been so agreed or on the ground that the agreed share of the limitation amount apportioned to any Beneficiary is unreasonably low. In this clause, "Beneficiary" shall include the Client and Other Beneficiaries.
35. Subject always to the aggregate limitation on AVENIAS's liability in clause 33 above, the following provisions shall govern the extent of AVENIAS's liability to the Client and to any Other Beneficiaries:

35.1 The liability of AVENIAS Persons shall be limited to that proportion of the total loss or damage, after taking into account the contributory negligence of the Client (if any) or the contributory negligence (if any) of any Other Beneficiaries, which is just and

equitable having regard to the extent of the responsibility of AVENIAS Persons for the loss or damage concerned ("the AVENIAS Proportion") and the extent of responsibility of any other party also liable or potentially liable to the Client or to Other Beneficiaries in respect of the same loss or damage ("Another Liable Party").

35.2. For the purposes of determining the AVENIAS Proportion,

- no account shall be taken of Another Liable Party having ceased to exist, having ceased to be liable, having had imposed an agreed limit on its liability or being impecunious or for other reasons unable to pay,
- in any relevant court proceedings brought against us by the Client or Other Beneficiaries, on request by AVENIAS, the Client or any Other Beneficiaries shall initiate joining proceedings against Another Liable Party, unless doing so is prohibited by law.

36. AVENIAS accepts the limitations in clause 34 and clause 35 above on behalf of AVENIAS and as agent and trustee for each and all other AVENIAS Persons who may be or might have been involved in delivering the Services.

The exclusion in clause 33 and the limitations in clause 34 and clause 35 above shall apply in addition to any other clauses which may operate to exclude or limit the liability in other respects.

37. This clause shall apply to claims arising from or under the Contract.

37.1 The Client and Other Beneficiaries shall not bring any claim against any AVENIAS Person other than the AVENIAS contracting party in respect of loss or damage suffered by the Client or by Other Beneficiaries arising out of or in connection with the Services. This restriction shall not operate to limit or exclude the liability of the AVENIAS contracting party as a firm or company for the acts or omissions of any other AVENIAS Person.

37.2 Any claim from the Client or Other Beneficiaries in respect of loss or damage suffered as a result of, arising from or in connection with the Contract, whether in contract or under statute or otherwise, must be made

- where services have been delivered, within four years of the date on which the work giving rise to the claim was performed
- if the Contract has been terminated, within four years of the date of termination
- if the loss or damage is suffered as a result of, arising from or in connection with AVENIAS unauthorised disclosure of Confidential Information, within four years of the date on which the unauthorised disclosure took place.

And in any of these cases that shall be the date when the earliest cause of action (in contract or under statute or otherwise) shall be deemed to have accrued in respect of the relevant claim. For the purposes of this clause a claim shall be made when court or other dispute resolution proceedings are commenced.

Third parties

38. The Client shall indemnify any AVENIAS Persons and hold AVENIAS and them harmless against any loss, damage, expense or liability incurred by AVENIAS or them as result of, arising from or in connection with a combination of the following two circumstances:

38.1 any breach by the Client of obligations under the Contract and

38.2 any claim made or threatened by a third party or any Other Beneficiaries which results from or arises from or is connected with any such breach.

If any payment is made by the Client under this clause, the Client shall not seek recovery of that payment from AVENIAS or AVENIAS Persons at any time.

This indemnity shall not apply where AVENIAS have consented in writing to the disclosure, in whole or in part, of the product of the Services to such a third party or any Other Beneficiaries on terms to which the Client and the third party or Other Beneficiaries concerned have each agreed and with which they have each complied.

Termination

39. Each of the Client or AVENIAS can terminate the Contract or suspend its operation by giving 30 days' prior notice in writing to the other at any time. Termination or suspension under this clause shall be without prejudice to any rights that may have accrued for either the Client or AVENIAS before termination or suspension and all sums due to AVENIAS shall become payable in full when termination or suspension takes effect.

40. The following clauses of these General Terms of Business shall survive expiry or termination of the Contract: clauses 4, 5, 6, 7, 8, 9, 10, 13, 15, 18, 20, 21, 22, 23, 24, 25, 27, 28, 30, 31, 33, 34, 35, 36, 37, 38, 41, 42, 43, 44, 45, 46.

Data protection

41. AVENIAS processes personal data according to valid legislation in the area of personal data protection, currently 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 (General Data Protection Regulation) (hereinafter the "GDPR") and according to Act no. 18/2018 Coll. on Personal Data Protection and on change and amendment of certain acts (hereinafter the "Data Protection Act"), as well as according to all legally binding legislation that implements them.

During pre-contractual relationships, as well as during the provision of services by AVENIAS, the Customer may provide AVENIAS / AVENIAS Persons with personal data of various individuals. The extent of personal data and categories of individuals, whose personal data the Client provides to AVENIAS / AVENIAS Persons, depends on the specific contractual relationship and the specific service which AVENIAS provides to the Client. The Client hereby declares that he is authorized to provide AVENIAS / AVENIAS Persons with these personal data.

AVENIAS shall, for the purposes of this Article, be considered to be the data controller of such personal data under GDPR and the Data Protection Act.

Processing of personal data by AVENIAS (hereinafter also abbreviated as "the processing") has the following legal bases as underlined in the applicable data protection regulation:

41.1 The processing is necessary for the performance of the Contract and to fulfill obligations of AVENIAS as underlined in the Contract;

41.2 The processing is necessary for AVENIAS to comply with legal obligations which AVENIAS is subject to, particularly those obligations under the Prevention of Money Laundering and Funding of Terrorism laws and Provision of Professional Advisory Services;

41.3 The processing is necessary based on legitimate interest of AVENIAS.

The website of AVENIAS (www.avenias.com) may contain further information on data protection.

Notices

42. Any correspondence between contractual parties related to concluding of the agreement as well as its amendment and termination shall be in writing and delivered by pre-paid post (or equivalent to) or left at the respective addresses appearing in the Contract (or such other address as may be notified in writing). Notices delivered by post shall be deemed to have arrived

- where posted within the Slovak Republic, on the second working day; and
- where posted outside the Slovak Republic, on the tenth working day following the date of posting.

Severability

43. Each clause or term of the Contract constitutes a separate and independent provision. If any of the provisions of the Contract are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.

Capacity

44. The Client agrees to and accepts the provisions of the Contract on behalf of the Client and as agent for Other Beneficiaries. The Client shall procure in such circumstances that any Other Beneficiaries shall act on the basis that they are a party to the Contract as if they had each signed a copy of the Contract and agreed to be bound by it. However, the Client alone shall be responsible for payment of AVENIAS charges.

45. AVENIAS accepts the Client's agreement to and acceptance of the terms of the Contract (save for clause 34 and clause 35 above) on behalf of AVENIAS and as agent for each and all other AVENIAS Persons.

Law and jurisdiction

46. The Contract shall be subject to and governed by Slovak law and all disputes arising from or under the Contract shall be subject to the exclusive jurisdiction of the Slovak courts.

Complaints

47. If at any time the Client would like to discuss with AVENIAS how the Services can be improved or if the Client has a complaint about them, the Client is invited to telephone a director identified in the Contract.

Additional provisions relating to tax services

Where the services comprise advice or assistance provided by AVENIAS to the Client in respect of assisting the Client with tax matters, direct or indirect, including but without limitation advice on tax issues, preparation of tax computations, review of tax computations where these have been prepared by the Client, representation before the tax authorities, the terms and conditions set out below shall apply.

Compliance work

- A. Where the Services include the preparation and submission on the Client's behalf of returns or computations by AVENIAS ("Submissions") to the Tax Authorities we shall act as the Client's agent. To enable us to prepare Submissions, as the Client's agent, the Client shall supply promptly all relevant information and documentation. AVENIAS shall present Submissions to the Client for verification of correctness and completeness before sending them to Tax Authorities. The Client shall retain responsibility for the correctness and completeness of Submissions and for the payment of any corresponding tax liabilities.
- B. The Client shall send to AVENIAS promptly any notices, assessments or determinations issued by tax authorities relating to the Services requiring action by AVENIAS.
- C. The Client shall retain responsibility for maintaining records and associated papers concerning its tax affairs in accordance with legal requirements.
- D. In the Contract there shall be identified the returns, reports and other matters for which AVENIAS shall be responsible. AVENIAS shall not be responsible for discharging any of the Clients statutory obligations.

Advisory work

- E. The Client shall not disclose, in general or specific terms, in whole or in part, any advice that AVENIAS may supply on planning opportunities to any third party without prior written consent of AVENIAS.
- F. Laws governing taxation in Slovakia are relatively new and are in state of continuous and rapid development. The practice of the tax authorities and Ministry of Finance is also in a state of development. Accordingly, both the laws themselves and their interpretation, can change unpredictably. Slovak tax law does not deal clearly and unambiguously with many transactions, and as yet, there is often no available precedent to assist in the interpretation of uncertain areas. The advice rendered by AVENIAS will therefore necessarily be based on AVENIAS's understanding of the correct interpretation of the law and practice at the time AVENIAS's advice is given. When at the time of providing advice, AVENIAS is aware that the application of the law by the authorities is not consistent with AVENIAS's interpretation of the law, AVENIAS will advise the client accordingly.
- G. AVENIAS may on occasions issue tax-related material to the Client dealing with current tax issues which may be of interest of the Client. Since the business and circumstances of each AVENIAS client differ, this material is not meant to constitute the notification of all tax issues relevant to any particular Client. Specific professional advice should always be sought on any particular issue.

Updating of advice

- H. AVENIAS shall not be under any obligation in any circumstances to update any advice, report or any product of the Services, oral or written, for events following the issue in final form of the advice, report or product concerned.

Provision of tax services to individuals

- I. Where the Services are provided in relation an individual's own affairs, the Client shall notify AVENIAS of all employments and directorships held by the individual, their spouse, their spousal equivalent and any dependents, including a general description of the role performed. The Client shall also notify AVENIAS as a priority of any changes to this information, promptly as and when the changes occur.

Survival on termination

- J. The following additional provisions relating to tax services shall survive expiry or termination of the Contract: clauses A, C, D, E, F, G, H, I.