

Terms of Business

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1 Introduction

- 1.1 **Terms** – These terms apply to the services you have engaged us to provide under the attached engagement letter. These terms together with the engagement letter form the agreement between you and us. The provisions of these terms apply unless the engagement letter specifically provides otherwise.
- 1.2 **Commencement** – The agreement will start on the earlier of (i) the date of the engagement letter; and (ii) the commencement of the services.

2 Services

- 2.1 **Services** – We will perform the services with reasonable skill and care. You confirm that the scope is sufficient for your purpose. The services (including the deliverables) are provided solely for you for the purpose set out in the engagement letter or the relevant deliverable.
- 2.2 **Deliverables** – You may not disclose a deliverable or make the benefit of the services available to anyone else or refer to the contents of a deliverable or the findings of our work, except (i) as stated in the engagement letter, (ii) with our prior written consent on terms to be agreed, (iii) where legally required, or (iv) to your lawyers or group members as long as you tell them, in advance, that we accept no liability to them and that no onward disclosure may be made.
- 2.3 **Liability to you alone** – We accept no liability to anyone, other than you, in connection with our services and deliverables, unless otherwise agreed by us in writing. You agree to reimburse us for any

liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services.

- 2.4 **Changes** – Either we or you may request a change to the services or the agreement. A change will be effective only when agreed in writing.
- 2.5 **Extent of services** – Unless otherwise stated in the engagement letter, in performing the services, we will not be (i) carrying out an audit, review or other assurance engagement in accordance with applicable professional standards, or (ii) attempting to detect fraud or other wrongdoing.
- 2.6 **Oral advice and draft deliverables** – You may rely only on our final written deliverables and not on oral advice (including provided via any instant message tool) or draft deliverables. If you wish to rely on something we have said to you, please let us know so that we may prepare a written deliverable on which you can rely.
- 2.7 **Monitoring** – We shall not update our advice for any changes in law or regulations, or their interpretation, that occur after the date of the services provided.
- 2.8 **Deemed knowledge** – In performing the services we will not be deemed to have information from other services we or other PwC firms may have provided to you.

3 Your responsibilities

- 3.1 **Information** – In order for us to advise you properly you will make sure that (i) any information given to us by you, or by anyone else working with or for you, is (a) given promptly, (b) accurate and (c) complete; and (ii) any assumptions are appropriate. We will not verify any information given to us relating to the services, unless, in accordance with the engagement letter, we provide an attestation service.
- 3.2 **Your obligations** – Our performance depends on you performing your obligations under the agreement. We are not liable for any loss arising from you not fulfilling your obligations.

4 Fees

- 4.1 **Payment for services** – You agree to pay us for our services. Any estimate we may give you is not binding.
- 4.2 **Basis of fees** – Our fees may reflect not only time spent, but also such factors as complexity, urgency, inherent risks, use of techniques, know-how and research together with the level of skills and expertise required of the personnel needed to perform and review the services. Our fees may

include any time spent travelling for the purpose of the services that cannot be used productively for other purposes.

- 4.3 **Expenses** – You will pay any relevant expenses that we incur in connection with the services.
- 4.4 **Taxes** – You will also pay any taxes, including VAT, that are due in relation to our deliverables and services. You will pay us the full amount of any invoice, regardless of any deduction that you are required by law to make.
- 4.5 **Invoices and payment** – We may invoice you on a monthly basis. If you do not pay an invoice by the date shown on the invoice (if not shown - 14 days from the invoice date) we may charge you interest at the rate set by law.
- 4.6 **Acceptance** – The deliverables will be deemed accepted by you unless you submit us a justified refusal to accept the deliverables in writing within 14 days after you receive the deliverable or a notification confirming the completion of services or a certain stage of services.

5 Confidentiality

- 5.1 **Confidential information** – We and you agree to use each other's confidential information only in relation to the services, and not to disclose it without prior written consent of the respective other party, except (i) where legally required or (ii) to our respective legal advisors or insurers. The above will not apply to information which (i) is publicly available, or (ii) has been received from someone else who owes no duty of confidence in relation to it, or (iii) was already known by the receiving party. We may also disclose confidential information (i) where required by rules of professional conduct of a professional body of which we or our staff are members or (ii) to other PwC firms or relevant contractors as long as they are bound by confidentiality obligations. We and other PwC firms may also use confidential information for any lawful business purpose as long as you or others cannot be identified.
- 5.2 **Referring to you and the services** – We and other PwC firms may wish to refer to you and the services we have performed for you when marketing our services, we and other PwC firms may also wish to use your company logo when citing our experience in proposal documents. You agree that we and they may do so, as long as we do not disclose your confidential information.
- 5.3 **Performing services for others** – You agree that we may perform services for your competitors or other parties whose interests may conflict with yours, as long as we do not disclose your confidential information and we comply with our ethical obligations including proper conflict management.

6 Intellectual property rights

Where there are any intellectual property objects in the deliverables, we will own the intellectual property rights in the deliverables and any materials created under the agreement, and you will have a

non-exclusive, non-transferable licence to use the deliverables for your own internal purposes.

7 Data protection

- 7.1 **Regulatory Compliance** – We and you will comply with the applicable laws on personal data protection in relation to any personal data processed in connection with the agreement, in particular GDPR and/or any applicable national laws on the processing of personal data, as amended ("Applicable Laws").
- 7.2 **Your Disclosure of Personal Data** – You will disclose personal data to us only if it is required for the services and only to the extent necessary for the provision of the services. You confirm that (i) you have a legal basis to process the data (including its transfer to us) of all relevant data subjects as required by Applicable Laws, and to enable us to process such personal data in accordance with the agreement; (ii) the data subjects have been properly informed on the use of their personal data as referred to in the Applicable Laws; and (iii) the transfer of the personal data by you to us or the use of such data in line with the provisions set forth herein will not place us or any other PwC firm in breach of any Applicable Laws.

- 7.3 **Information on data processing by us as data controller** – In case we act as data controller under Applicable Laws, you confirm that you have provided the relevant data subjects with the information about the personal data processing by PwC available on our webpage or by other means subject to mutual agreement. If you believe that you cannot undertake the obligation described herein or an exception as per the Applicable Laws applies, we will need to agree on a mutually acceptable solution.

We will process the personal data obtained from you for any of the following purposes: (i) provision of services; (ii) internal administration; (iii) security, quality, risk and client management activities; (iv) providing information, including by means of electronic communication, about us, other PwC firms and our and/or their range of services; (v) litigation and enforcement of legal claims; (vi) confirmation of provision of services; (vii) compliance with any legal or professional organisation requirements of which we (or our employees and lawyers) are a member. The contact data of your representative(s) or any other contact persons specified in the agreement will be processed by us based on our legitimate interest for the purposes of effective communication with you. It is your obligation to duly inform your representative(s) about this data processing and provide them the information about the processing details.

Further information on PwC personal data processing, including the contact details of the data protection officer are available on PwC website (<https://www.pwc.com/ee/en/home/privacy-statements/privacy-statement.html>).

- 7.4 **Information on data processing by us as data processor** – In situations where we process

personal data obtained from you (such as the data necessary to provide the services, including but not limited to data of your employees, management members, customers or suppliers) as the data processor, we will: (i) process such personal data only on documented instructions from you; (ii) take appropriate technical and organisational measures required pursuant to the Applicable Laws, including imposing confidentiality obligations on relevant employees and lawyers (unless statutory confidentiality obligations apply); (iii) appoint sub-processors of such personal data only on the basis of a written contract imposing obligations equivalent to those set out in this clause 7.4 and provided that you give us your written consent; (iv) take into account the nature of the processing and contribute to an impact assessment on the protection of personal data, compliance with the data subjects' rights and with our data protection obligations under Applicable Laws; (v) notify you without undue delay after we have become aware of a personal data breach.

We will, at your request, return or delete such personal data after the end of provision of services (except cases where processing is required by Applicable Laws, or where we have different legal grounds for processing) and, upon your written request, we will make the information necessary to demonstrate compliance with the obligations set out in this clause 7.4 available to you - this may include your and third parties' security audits.

You may perform such audits in accordance with this clause by requesting relevant information from us in writing, solely for the purposes of inspecting compliance with our obligations pursuant to this clause. Notwithstanding the foregoing provisions, you and we agree that: (i) we will be required to provide you only with the information, records and documents reasonably required to demonstrate compliance with our obligations under this clause; (ii) we will not disclose any information, records or other documents that are subject to our business secrets; (iii) we will not disclose any information, records or other documents that would place us in breach of any confidentiality obligations under relevant laws or professional standards; (iv) we will not disclose any information, records or other documents relating to a matter that is subject of a current, pending or threatened litigation or any other dispute resolution mechanism between you and us; (v) any information, records or other documents provided to you pursuant to this clause shall be treated and maintained as confidential by you.

We might use the following entities as our sub-processors: other PwC firms, our IT service providers and other subcontractors (e.g. individuals or firms cooperating with PwC firms and providing us with expert services). You can find out more information on our webpage.

In case the nature of the services provided to you necessitates it, we will enter in a separate data processing agreement tailored to the specific engagement.

7.5 Transfer of personal data – We may collect, store, disclose and transfer within PwC firms personal data provided by you to us in particular to ensure proper provision of the services and for the purposes described in this clause 7. Some of the data recipients are based outside the European Economic Area. Transfer of the personal data to such recipients will be carried out by us only where there is a data transfer mechanism and appropriate safeguards provided for in the Applicable Laws.

8 Liability

8.1 Specific types of loss – You agree that we will not be liable for (i) loss or corruption of data, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.

8.2 Our liability – You agree that we will be liable only when we are at fault for our actions or omissions, and to the extent permissible by applicable laws our total liability (including interest) for all claims connected with the services and/or the agreement is limited to twice the fees (excluding VAT) payable for the services giving rise to the liability or the actual damages whichever is the lesser. In the case of recurring or subscription-based services, the above term 'fees' means fees payable in the twelve month period preceding the date of the first incident giving rise to the liability, and in the case of framework agreements it means fees payable under the relevant work order for the services giving rise to the liability. It is agreed that our fees have been determined in consideration of, and reflect, the limitations set forth in this clause.

8.3 Sharing of limit – Where we agree in writing to accept liability to more than one party, the limit on our liability in clause 8.2 will be shared between them, and it is up to those parties how they share it.

9 PwC firms and contractors

9.1 Contractors – We may use other PwC firms (each of which is a separate and independent legal entity) or contractors to provide the services. We remain solely responsible for the services.

9.2 Restriction on claims – You agree not to bring any claim against another PwC firm or contractors or any individual in connection with the agreement. You will ensure that no group member including your subsidiaries, associated companies and holding company (unless a party to the agreement), both while they are a group member and thereafter, brings any claim against any PwC firm or our contractors, or any individual, in connection with the agreement.

10 Materials

10.1 Policy – We may retain copies of all materials relevant to the services, including any materials given to us by you or on your behalf.

10.2 Release – We will not release materials which belong to us (including our working papers) unless required by law or we have specifically otherwise

agreed in writing to do so. We may require a release letter from the recipient as a condition of disclosure.

- 10.3 **Technology** – If we share with you some technology tools (and their contents and outputs), unless otherwise agreed in writing: (i) we do not transfer to you any rights to the technology tools other than the right to use technology tools directly in relation to the purpose of the agreement and for its term, (ii) such technology tools are not deliverables and may only be used at your own risk, and (iii) may not be provided to anyone else. It remains your sole responsibility to provide us with the access to and the ability to use your technology tools (if applicable), including: hardware, software, information, data, services and any other necessary for us to perform services. You shall ensure you have the appropriate contracts signed with other suppliers, which are necessary for the performance of the services.

11 Termination

- 11.1 **Immediate notice** – Either we or you may terminate the agreement with immediate effect by giving written notice to the respective other party if (i) the other party materially breaches it and does not remedy the breach within 14 days upon receipt of a notice, (ii) the other is or appears likely to be unable to pay its debts or (iii) the performance of it (including the application of any fee arrangements) may breach a legal or regulatory requirement (including, but not limited to, independence).
- 11.2 **30 days' notice** – Either we or you may end the agreement on 30 days' written notice.
- 11.3 **Fees payable on termination** – You agree to pay us for all services we perform up to the date of termination. Where there is a fixed fee for services, you agree to pay us for the services that we have performed on the basis of the time spent at our then current hourly rates, up to the amount of the fixed fee. Any contingent element of the fees will remain payable in accordance with the engagement letter. If a contingent fee cannot be paid for regulatory reasons, you agree to pay for the work carried out under the contingent fee arrangement on the basis of time spent, unless alternative arrangements have been agreed.

12 Dispute resolution

- 12.1 **Negotiation** – If a dispute arises, the parties will attempt to resolve it by discussion and negotiation before commencing legal proceedings.
- 12.2 **Law and jurisdiction** – Estonian law will govern this agreement. The Estonian civil courts competent for our seat will have exclusive jurisdiction over any dispute, whether contractual or non-contractual.

13 General

- 13.1 **Matters beyond reasonable control** – No party will be liable to another if it fails to meet its

obligations due to matters beyond its reasonable control.

- 13.2 **Entire agreement** – The agreement forms the entire agreement between the parties in relation to the services. It replaces any earlier agreements, representations or discussions. Any additional terms and conditions (e.g. referenced within our registration with your billing, procurement and/or supplier acceptance systems, etc.) shall be applicable only if expressly incorporated through the engagement letter or any written addendum thereto. No party is liable to any other party (whether for negligence or otherwise) for a representation that is not in the agreement.
- 13.3 **Your actions** – Where you consist of more than one party, an act or omission of one party will be regarded as an act or omission of all.
- 13.4 **Assignment** – No party may assign, transfer or deal with their rights or obligations under the agreement without the prior written consent of the other party but we may assign the agreement to an assignee of all or part of our business.
- 13.5 **Survival** – The provisions of the agreement which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind each of the parties including, but not limited to, 2.2., 2.3, 2.4, 2.6, 2.7, 2.8, 4, 5, 6, 7, 8, 9, 11.3, 12, 13 and 14.

14 Interpretation

In the agreement the following words and expressions have the meanings given to them below:

PwC firm – any entity or partnership within the worldwide network of PricewaterhouseCoopers firms and entities;

services – the services set out in the engagement letter;

deliverables – any results of our services we provide to you from time to time;

the agreement – these terms, any agreed service specific terms and the engagement letter to which they relate;

contractor – any third party entity or individual engaged by a PwC firm;

we, us or our – refers to the PwC entity which is the party of the engagement letter with you, or in the absence of the engagement letter the party which provides services to you;

you, your – the party or parties to this agreement (excluding us).