

CLIENT CONTRACT FOR PERFORMING RELATED SERVICES

Client: XXX			
Address:	CCC	Phone: 123	E-mail: CCC
Registration no:	CCC	Member of the Board:	CCC

and

Audit Firm: Villems Donoway OÜ (VILLEMS DONOWAY)		
Address: Narva mnt 13, 10151, Tallinn,		
Registration no: 11353724, activity license no 256	Member of the Board:	Vadim Dontshevski

have entered into this contract as follows:

MATERIAL PROVISIONS		
1. Subject matter		
1.1. The object of the Contract is the performance of related services by the Audit Firm based on the International Standard on Related Services (ISRS) and in accordance with terms agreed on this Contract (hereinafter Engagement)		
1.2. Related services object is CCCC		
2. Engagement estimated duration in hours and stages		
2.1 The estimated duration of Engagement is CC hours.		
2.2. Plan	Description	Term
Gathering and verification of information	Performing agreed procedures in Client's and our office.	DD.MM.YYYY
Issuing report to the Client	Audit Firm submit its report or draft report about the results of agreed procedures.	DD.MM.YYYY
2.3. If Client do not provide necessary documents and information on time, the Audit Firm has two weeks to submit the report or draft report starting from the day Client submitted missing documents.		
3. Fee and Payment Procedure		
3.1 Based on the approximate number of hours in clause 2.1 of the Contract, the Engagement fee is XXX EUR (plus value added tax and other expenses directly attributable to the Engagement), which means that the hourly price is XXX EUR (plus value added tax).		
3.2 The invoice for the Engagement will be submitted to the client DD.MM.YYYY . The amount payable for the Engagement shall be paid by the Client within 7 calendar days after the date of submitting the invoice by the Audit Firm. In overrunning the deadline for payment of the amount specified in the invoice submitted by the Audit Firm, the Client shall pay default interest on the overdue amount at the rate of 0,15 percent a day for each calendar day of delay. The costs of collection of the overdue amount specified in the invoice shall be paid by the Client.		
4. Result of the Engagement		
4.1 As a result of Engagement, the Audit Firm will issue report to the Clients shareholders about agreed procedures, descriptions and results.		
4.2. Board member Vadim Dontshevski will be authorized to sign report on behalf of the Audit Firm.		
Authorized signatures		
In Tallinn, DD.MM.YYYY		
Client:	Audit Firm:	

VILLEMS DONOWAY GENERAL TERMS AND CONDITIONS FOR PERFORMING RELATED SERVICES

1. Scope

- 1.1. These general terms and conditions of related services engagement (hereinafter "Terms and Conditions") are part of Client Contract (hereinafter "Contract") entered into force between Villem Donoway (hereinafter "Audit Firm" or "Auditor") and legal person (hereinafter "Client" or the "Company") and they are implemented to the **Related Services Engagements**, which are not financial information audit or review (hereinafter "Engagement").
- 1.2. This Agreement is subject to the Law of Obligations Act, taking into account the specifications provided for the Client Agreement in the Auditors Activities Act.

2. Purpose and Subject of Performing Related Services

- 2.1. The purpose of performing the related services is to perform agreed procedures on which Audit Firm and Client or relevant third party have agreed on and issuing the auditor's report about factual findings.
- 2.2. Due to the fact that Audit Firm issues the report only about the factual finding which came up while performing the agreed procedures, the issued report will not give any assurance. Users of the report shall evaluate the procedures and findings on their own and make their own conclusions based on the auditor's work.
- 2.3. By signing the Contract, the Client shall represent and warrant that the decision on entering into the Contract with the Audit Firm and terms and conditions of remunerating the Audit Firm's work have been approved by the corresponding body of the Client.
- 2.4. The Audit Firm shall have the right to involve experts, assistants or other persons at its own responsibility for better performance of the obligations related to its professional activities and they shall operate under the supervision of the Audit Firm.
- 2.5. The Audit Firm has the right to transfer the activities to third parties for better performance of the obligations related to its professional activities. The Audit Firm that has transferred the activities shall be liable for the violation of requirements arising from the Auditors Activities Act committed by the third party.
- 2.6. Audit Firm can recall the Auditor's report when there is good reason for that. In case of recall auditor notify Client in writing and Client's management is obliged to remove the report from their website and other places within 3 working days since receiving the notification. When auditor considers it's necessary to recall auditor's report, Client cannot use the report after it is recalled.

3. Parties Obligations

The Audit Firm is required to:

- 3.1. Submit an initial list of materials required to perform the related services by the date specified in section 2 in the Contract;
- 3.2. Issue the report concerning the factual findings resulted from the procedures agreed on the Material Provision section 1 of this Contract.
- 3.3. Notify the Client immediately of any problems preventing the Audit Firm from performing the assumed obligations and of measures that the Audit Firm uses to remove the circumstances preventing the performance of agreed procedures.
- 3.4. Submit an invoice for work factually performed each month or after the completion of the respective stage of work.

The Client is required to:

- 3.5. Submit all the documents and information Audit Firm will need to perform agreed procedures;
- 3.6. Ensure the employees' willingness to cooperate in procedures related to the Engagement during the entire process of the Engagement and unrestricted access to persons related to the Client from whom the Audit Firm wants to obtain the Engagement evidence;
- 3.7. Pay for the audit in accordance with the terms and conditions prescribed in the Contract;
- 3.8. Use the Audit Firm's report only for purposes mentioned in this Contract Material Provisions section 1 and not on any other purpose. Client cannot distribute the report to the third parties.

4. Payment Procedure

- 4.1. The approximate price of the Engagement performed by the Audit Firm and the time schedule of the work, which is agreed in section 3, relies, among other things, on the preliminary assessment of information provided by the Client to the Audit Firm and depends on the reasonable level of assistance given by the Client's employees.
- 4.2. If the scope of the Engagement and/or period of performance thereof expands in connection with the Client's failure to perform its contractual obligations or improper performance thereof, the Audit Firm may change its fee and planned work deadlines. If other circumstances appear during the Engagement that do not enable the Engagement to be performed within the limits of the fee agreed in this Contract, an agreement shall be made on the additional cost and continuation (incl. change of deadlines) of the Engagement.
- 4.3. If the performance of the Engagement delays due to reasons arising from the Client or the scope of work planned by the Audit Firm increases in comparison with the provisions of clause 3.1, the Audit Firm has the right to increase the fee, proceeding from the time spent on additional work and applying an hourly price of 80 EUR plus value added tax.
- 4.4. If the Audit Firm must provide on Customer's request or order of a court or investigating authorities or other third party clarifications or prepare additional documentation, the Audit Firm will be entitled to an additional fee, due to the additional expenditure of time.
- 4.5. Audit Firm will add to the invoices actual accommodation costs made in Engagement-related business trips, travelling expenses calculated 70% of taxi price per kilometre in Tallinn and the cost of mobile phone calls and Internet access in abroad.
- 4.6. The Audit Firm has the right to suspend performance of the contract, if the invoices are overdue by more than 15 calendar days.
- 4.7. The Audit Firm has the right of retention of report when Client has not paid the invoices submitted by the Audit Firm. In the case of delay, the Audit Firm has the right to demand the payment of whole cost of services before the report is issued.

5. Parties' Liability

- 5.1. The Client and Audit Firm shall be liable for the violation of obligations provided for in the Contract, unless it is caused by unforeseeable circumstances or circumstances independent of the activities of the Parties (Force majeure). The Parties consider that Force majeure shall be any event or circumstance independent of the will or out of control of the Client, such as fire, military acts, strike, disorder, flood, or any other event or circumstance conforming to the listed qualities that hinder proper performance of the obligations of the Client arising from the Contract or renders the same impossible. Force majeure shall not include events caused due to the negligence or deliberate action of the Client or Client's employees.

- 5.2. The Audit Firm shall be liable for the Client for direct proprietary damage wrongfully caused by the professional activities of the sworn auditor. The maximum liability limit is a ten times Contract fee. The maximum limit is not applied upon damage caused by gross negligence or deliberate violation.
- 5.3. The Audit Firm shall not bear any liability if it is not culpable of causing the damage, among other things, if the damage arises from misleading information presented during the audit by the Client either orally or in writing or by the Client's failure to present information.

6. Confidentiality

- 6.1 Documentation prepared by the Audit Firm in connection with the Engagement and/or documents prepared by the Client and submitted to the Audit Firm as well as other materials and/or information presented to the Audit Firm during the Engagement is deemed as being working papers (incl. electronic working papers) that belong to the Audit Firm. Working papers are confidential and the Audit Firm shall store them in accordance with the requirements established by the legislation of the Republic of Estonia and internal principles and regulations established in the Audit Firm. The working papers may be disclosed in the cases prescribed by legislation.
- 6.1. Client may not disclose the documents of the Audit Firm prepared during the Engagement and/or submit them to third parties without the prior written consent of the Audit Firm, except in cases prescribed by the legislation of the Republic of Estonia.
- 6.2. The Client is required to keep the confidentiality of the Engagement methods and techniques that were used in developing the Engagement opinion. The confidentiality requirement is not applied to information that is publicly available or to the mutual relations between the Audit Firm and the Client the existence of which may be disclosed by the Audit Firm to clients, potential clients and other third parties.
- 6.3. The Audit Firm is required to keep the confidentiality of information and documents obtained during the performance of the professional activities. The obligation to keep the professional secret specified in the foregoing sentence is not limited in time and is also effective after the Audit Firm terminates its professional activities.
- 6.4. There is no obligation to keep confidentiality, if the Audit Firm has the Client's written permit to disclose the circumstances or if the Audit Firm is required to disclose the information and documents specified in clause 6.4 of the Contract due to legislation,
- 6.5. The Audit Firm shall retain all the copyrights and other intellectual property rights to anything created, developed or designed prior to or during the Engagement, including, but not limited to the systems, methods, software, know-how and working documentation. The Audit Firm shall retain all the copyrights and other intellectual property rights to the reports, written advice and other materials submitted by the Audit Firm to the Client.

7. Money Laundering and Terrorist Financing Prevention

- 7.1. The Audit Firm is required to establish the identity of the Client and the existence of passive legal capacity, establish and verify the identity and right of representation of the members of the management board of the Client and identify the beneficial owner. Copies of the extract of Client's registry card and of data collected in establishing the identity and right of representation of the members of the Management Board as well as the identity of the beneficial owner have been appended to the Contract.
- 7.2. At the request of the Audit Firm, the Client is required to submit the necessary document and provide information relevant for application of diligence measures arising from the Money Laundering and Terrorist Financing Prevention Act, incl. information about the transactions concluded and funds used by the Client that must be in compliance with the nature and scope of the Client's economic activities as well as information about the change in beneficial owners.

8. Notifications of the Parties

- 8.1 All the agreements entered into by the Parties within the framework of this Contract, including notifications and information related to the performance and amendment of the Contract and disputes arising there from, are presented in accordance with the Contract, if the said notifications have been forwarded to the Party in a format that can be reproduced in writing by e-mail or in writing or delivered to the other Party against signature at the address specified in the Contract. The data and declarations of intention between the Parties related to the Contract that are of an informative nature and the communication of which does not cause any legal consequences to the other Party are forwarded directly using the means of communication suitable for the Party (e.g. telephone, e-mail).
- 8.1. The Parties are also required to notify the other Party to the Contract of all the circumstances that may affect or hinder the performance of obligations or exercise of rights provided for in the Contract in the form set out in clause 8.1 of the Contract.
- 8.2. A notification sent in a format that can be reproduced in writing shall be considered as being received, if the other Party has confirmed the receipt thereof in a format that can be reproduced in writing. A written notification shall be deemed as being received after 5 calendar days have passed from posting the notification. A notification forwarded by registered mail is considered as being received, if it has been delivered to the other Party against signature or if its deposit deadline has passed.
- 8.3. The other Party shall be notified of any changes to the details mentioned in the Contract within 2 business days such changes being made. If a Party is in breach of this clause, a notification that the other Party has sent to the post address or by e-mail indicated in the Contract shall be deemed as being properly sent.

9. Entry Into Force, Amendment, Expiry and Termination of the Contract

- 9.1. The Contract and any annexes, amendments and modifications thereof shall take effect from the moment of their signing by the Parties.
- 9.2. The terms and conditions of the Contract may only be amended and modified under a written agreement of the Parties.
- 9.3. The Parties may only cancel the Contract with good reason.
- 9.4. Cancelling the Contract, the Client is immediately required to pay to the Audit Firm for all the work agreed in the Contract performed prior to the cancellation, but not less than 50% of fee agreed in clause 3 in this Contract.
- 9.5. Audit Firm has the right to cancel the Contract extraordinarily if the Client does not respond to the inquiries from Audit Firm and therefore, considering all the circumstances and mutual interest, it cannot be reasonably assumed to continue the Contract. Non-response to the Audit Firm inquiries is deemed to be fundamental breach of contract.

10. Settlement of Disputes

- 10.1 The Parties shall perform and interpret the Contract in accordance with the legislation effective in the Republic of Estonia.
- 10.2 The disagreements, disputes and claims arising from the Contract that the Parties fail to solve by way of an agreement are settled in court of the location of the defendant
- 10.3 The Contract has been made in English in two original counterparts of equal legal force, one of which shall be for each Party.

Client:	Audit Firm:

