

Appendix 1

GENERAL TERMS AND CONDITIONS OF THE ENGAGEMENT AGREEMENT – AUDIT

Effective from 1 January 2023

The main difference between the version effective from 1 January 2023 and the previous one: the contractual penalties and the hourly fees have changed.

This Appendix to the Engagement Agreement uses the terms defined in the Engagement Agreement.

By signing the Engagement Agreement, the Parties declare that:

Before entering into the Engagement Agreement, the Audit Firm has established that the financial reporting framework applied in the preparation of the Financial Statements is acceptable

and,

as a precondition for the audit to be conducted, the Client's management acknowledges and understands its responsibilities:

- (i) for the preparation of the Financial Statements in accordance with the applicable financial reporting framework including, where appropriate, for their fair presentation;
- (ii) for such internal control as management determines is necessary to enable the preparation of Financial Statements that are free from material misstatement, whether due to fraud or error; and
- (iii) for providing the Audit Firm with:
 - a. access to all information of which management is aware that is relevant to the preparation of the Financial Statements such as records, documentation and other matters;
 - b. additional information that the Audit Firm may request from management for the purpose of the audit; and
 - c. unrestricted access to persons within the entity from whom the Audit Firm determines it necessary to obtain audit evidence.

The Parties enter into the Engagement Agreement and hereby agree as follows:

1. The Service to be Provided by the Audit Firm and the Subject Matter

- 1.1. The service to be provided by the Audit Firm and the subject matter are set forth in the Engagement Agreement.

2. The Time Frame for the Service to be Provided by the Audit Firm

- 2.1. The duration of the Audit (the work measured in hours) is set forth in the Engagement Agreement.
- 2.2. The date when the Audit Firm shall issue the Independent Auditor's Report is set forth in the Engagement Agreement.
- 2.3. The Client shall submit the Financial Statements and the management report, which have been prepared and approved by the Client's management board, to the Audit Firm at least 14 days before the deadline set forth in subsection 2.3. of the Engagement Agreement and any other documents the Audit Firm has requested from the Client for the purpose of conducting the Audit, including the documents/files listed in Appendix 3 to the Engagement Agreement, at least 4 business days before the Audit Firm's agreed visits to the Client (the interim visit and the post-reporting date visit). If the Client delays with submitting the Financial Statements, the management report or any other documents requested by the Audit Firm for conducting the Audit, the date of issuing the Independent Auditor's Report shall be postponed and a new date shall be agreed separately between the Parties. If the Parties fail to reach agreement, the Audit Firm shall determine the date for issuing the Independent Auditor's Report unilaterally.
- 2.4. Adjustment and Correction of Financial Statements during the Engagement
 - 2.4.1. First-time Adjustment or Correction

If the Audit Firm concludes that the Financial Statements submitted by the Client contain deficiencies, the Audit Firm shall provide the Client, at the latter's request, with a written explanation of the deficiencies on the basis of which the Client shall change and/or supplement the Financial Statements. After that the Client shall submit the changed and/or supplemented Financial Statements, which have been approved by the management board, to the Audit Firm for issuance of the Independent Auditor's Report. The additional fee set out in subsection 4.3. does not apply to the first-time adjustment or correction of the Financial Statements.

2.4.2. Repeated Adjustment or Correction

If subsequent to the adjustment or correction specified in subsection 2.4.1. the Audit Firm concludes that the Client's Financial Statements require further changing and/or supplementing, the Client shall be notified thereof. If the Client wishes to additionally change and/or supplement the Financial Statements, the Client shall submit the new, changed and/or supplemented Financial Statements to the Audit Firm. In the case of any deficiencies therein the Audit Firm shall provide the Client with a new written explanation on the basis of which the Client shall change and/or supplement the Financial Statements. The Parties to the Engagement Agreement may continue this procedure until they come to a mutually satisfying conclusion concerning the Financial Statements. The Client shall pay for the work performed under this subsection in accordance with subsection 4.3. of the Engagement Agreement.

- 2.5. When subsections 2.4.1. and/or 2.4.2. of the Appendix to the Engagement Agreement apply, the date of issuing the Independent Auditor's Report set forth in subsection 2.3. of the Engagement Agreement shall be postponed for such a reasonable period that is necessary for preparing a written explanation, remedying deficiencies in the Financial Statements by the Client, systematic processing of all information having a bearing on the Audit, and issuing the Independent Auditor's Report.
- 2.6. When carrying out the Audit agreed in the Engagement Agreement, the Audit Firm may, at its own discretion, subcontract services to other persons. If the need for using a subcontractor is identified, the Parties shall agree who and to what extent shall bear the additional expenses of using the work of subcontractors.

3. The Independent Auditor's Report and the Signatory of the Report

- 3.1. The Audit Firm shall specify the content and wording of the Independent Auditor's Report and the signatory of the Independent Auditor's Report in subsections 3.1. and 3.2. of the Engagement Agreement.

4. The Service Fee and the Settlement Procedure

- 4.1. The Client shall pay for the service provided by the Audit Firm the amount set forth in subsection 4.1. of the Engagement Agreement.
- 4.2. The Client shall be invoiced for the work performed as agreed in subsection 4.2.1. of the Engagement Agreement.
- 4.3. The fee agreed in subsection 4.1. of the Engagement Agreement does not include the fees for preparing the explanations referred to in subsection 2.4. and analysing the deficiencies referred to in subsection 2.5. of the Engagement Agreement or the fees charged for reviewing additional versions of the Financial Statements, for providing consultations or submitting written explanations in connection with the said deficiencies. The fees for those services shall be charged on the basis of time spent by applying an hourly rate of 120 euros per hour plus value added tax but not more than 800 euros for reviewing each version.
- 4.4. If the Client fails to observe the deadlines agreed in the Engagement Agreement, the Client shall pay a contractual penalty of 10% of the total value of the services covered by the Engagement Agreement.
- 4.5. The fee set forth in subsection 4.1. does not include the fee for translating the Financial Statements and/or issuing an Independent Auditor's Report on the translated Financial Statements. Such a fee shall be agreed separately and in advance.
- 4.6. The fee set forth in subsection 4.1. of the Engagement Agreement shall apply on condition that there are no changes in the Client's structure and the volume of the Client's operations does not increase considerably compared to the date of signature of the Engagement Agreement.

If the volume of work planned by the Audit Firm increases in comparison with that specified in subsection 2.2. of the Engagement Agreement, the Client shall be charged by the Audit Firm based on the time spent on such additional work by applying an hourly rate of 120 euros per hour plus value added tax.

- 4.7. An invoice shall be settled within 7 days after its date of issue. Settlement delays shall be subject to interest on arrears accruing at the rate of 0.25% per day.

5. The Responsibilities of the Audit Firm

- 5.1. The Audit Firm shall plan and conduct the Audit in a manner that creates sufficient preconditions for identifying material misstatements and deficiencies in the Client's Financial Statements.
- 5.2. Based on the findings obtained from the Audit, the Audit Firm may change the scope and emphasis of the Audit and suggest that certain areas be paid particular attention during the Audit.
- 5.3. The Audit Firm shall examine the Client's operations, accounting, documents, internal controls, tax accounting, legislation pertaining to the Client's operations, and information systems to the extent that this is, in the opinion of the Audit Firm, necessary for issuing the Independent Auditor's Report in accordance with the Auditing Standards.
- 5.4. The Audit conducted under the Engagement Agreement does not include a more specific audit of the Client's operations, tax accounting, internal controls, information systems, legal compliance or performance of contracts.
- 5.5. In conducting the Audit, the Audit Firm shall assess the following:
- 5.5.1. significant estimates and judgements made by the Client's management board or similar governing body, accountant and chief financial officer (hereinafter the 'Client's Management') in connection with the preparation of the Financial Statements;
- 5.5.2. whether the accounting policies used are appropriate for the Client and have been consistently applied;
- 5.5.3. whether all the information required by the Applicable Financial Reporting Framework is disclosed in the Financial Statements to the extent which in the opinion of the Audit Firm is required for issuing the Independent Auditor's Report in accordance with the Auditing Standards.
- 5.6. The Audit Firm does not guarantee that the Audit will reveal all errors and misstatements in the Client's Financial Statements, weaknesses in internal controls, tax risks, breaches of legislation and contract terms, problems and risks related to operations, accounting, and information systems, and any other problems and risks related to the Client.

- 5.7. The Audit Firm shall present a draft Independent Auditor's Report to the Client before the final Independent Auditor's Report is signed and issued.
- 5.8. The Audit Firm shall ensure that the Independent Auditor's Report to be submitted to the annual general meeting/meeting of the Client's shareholders is prepared and signed by the signatory of the Independent Auditor's Report in accordance with the provisions of applicable legislation and the Engagement Agreement.
- 5.9. The Audit Firm has to observe the obligations imposed by the Money Laundering and Terrorist Financing Prevention Act, which include identifying the Client and its legal capacity, identifying and verifying the identity and the right of representation of the members of the Client's management board and the actual beneficiary (or actual beneficiaries).

5. The Responsibilities of the Client

- 5.1. The Client shall ensure that all its economic transactions conducted during the reporting period have been properly recorded in its accounting and the Financial Statements. The Clients' Management is responsible for making the estimates and judgements required for the preparation of the Financial Statements and making sure that appropriate accounting policies are consistently applied and all the information required by the Applicable Financial Reporting Framework is disclosed in the Financial Statements.
- 5.2. The Client is aware that the Client's Management is responsible for the Client's operations, organising and ensuring true and fair accounting and tax accounting, effectively functioning internal controls, information systems and asset safeguards, and preventing and detecting misstatements and non-compliance with laws and regulations. The Client confirms its awareness of the fact that the Audit of the Financial Statements does not relieve the Client's Management of the said responsibilities or the liability for the breach of those responsibilities.
- 5.3. The Client shall prepare the information and the Financial Statements to be submitted to the Audit Firm, and shall submit them to the Audit Firm in accordance with the agreed time schedule. The Audit Firm assumes that the documentation and information to be submitted to it will be sufficient for drawing the necessary conclusions. The nature and scope of the Audit procedures depend on the Audit Firm's assessment of the Client's accounting and internal controls.
- 5.4. The Client shall provide the Audit Firm with access to the Client's accounting and other relevant documents, including the minutes of the meetings of the management board, the supervisory board and the shareholders, and with relevant information and explanations. The Client shall enable the Audit Firm to communicate with those responsible for organising accounting, the members of the management board and the supervisory board, and any other persons from whom the Audit Firm considers it necessary to obtain evidence. The Client shall ensure that its financial partners (banks and leasing companies), legal representatives and advisers, experts, service providers, and other significant transaction partners identified by the Audit Firm will provide the Audit Firm with information in the format, to the extent

and by the time requested by the Audit Firm. The Client shall also provide the Audit Firm with all necessary consents and shall take all reasonable steps to ensure that the Audit Firm receives from the predecessor audit firm any information that the predecessor audit firm obtained about the Client in connection with its professional activities and which is necessary for conducting the Audit of the Client's Financial Statements.

- 5.5. The Client shall provide the Audit Firm with written representations (a representation letter) about the facts, estimates and assessments that affect the Financial Statements as well as the fact that the Client has disclosed to the Audit Firm all significant matters and information relevant to the Audit. The Audit Firm may withhold the Independent Auditor's Report until the representation letter has been obtained from the Client. An example of a representation letter, which the Audit Firm may modify as necessary in specific circumstances is provided in Appendix 2 to the Engagement Agreement.
- 5.6. The Client shall provide the representatives of the Audit Firm with proper working conditions on the Client's premises, including access to the internet, a telephone, a copying machine and a fax machine.
- 5.7. By entering into the Engagement Agreement, the Client acknowledges that prior to the conclusion of the Engagement Agreement the Client's shareholders appointed the Audit Firm to provide the service in accordance with the procedure outlined in the Commercial Code. The Client shall register the Audit Firm as the Client's auditor in the Commercial Register.
- 5.8. The Client shall comply with all lawful requests of the Audit Firm which result from meeting the responsibilities set forth in subsection 4.9. This includes submitting at the request of the Audit Firm any documents that are necessary for applying the diligence measures arising from the Money Laundering and Terrorist Financing Prevention Act and to provide relevant information, including information about the transactions conducted and the funds used by the Client, which must be consistent with the nature and scope of the Client's economic activities, as well as information about any changes in the list of actual beneficiaries.

6. The Reports Presented to the Client's Management and Those Charged with Governance

- 6.1. When the Audit Firm determines that it is necessary, it will present to the Client, following the performance of the Audit procedures, a written summary of the findings from the Audit which in the opinion of the Audit Firm require the attention of the Client's Management.

7. Use of the Independent Auditor's Report and Other Reports

- 7.1. The Independent Auditor's Report accompanies the Financial Statements and may not be disclosed or otherwise made available to the general public either in part or in full without the complete Financial Statements.

- 7.2. Inclusion of the Independent Auditor's Report in the Client's public offering prospectus or making a reference to it in such a prospectus requires the prior written consent of the Audit Firm.
- 7.3. Any other reports presented to the Client, including any explanatory or advisory documents, may only be used for the purposes described therein.
- 7.4. The Independent Auditor's Report or any other documents the Audit Firm has presented to the Client may only be reproduced or otherwise recreated (e.g. by making available on the internet) with the prior written consent of the Audit Firm. This does not apply to the disclosure of the Independent Auditor's Report via the information system of the Commercial Register.
- 7.5. The addressee of the Independent Auditor's Report is the Client. The Audit is not planned or performed to provide assurance to third parties or in connection with a specific transaction. Therefore, the Audit does not cover any issues that may be potentially significant to third parties and there may be circumstances in the context of specific transactions which third parties could assess differently from the assessment made in the course of the Audit.

8. The Management Report

- 8.1. The Client's management board shall submit the Financial Statements to the Audit Firm together with the management report. The Audit Firm will examine the management report during the Audit to verify that the information of the management report is not materially inconsistent with the information presented in the Financial Statements. However, the Audit Firm accepts no responsibility for the fair presentation of the management report and/or any other information added to the Financial Statements.

9. Electronic Communication

- 9.1. During the Audit, the Parties may send each other information via electronic channels. The Parties are aware that they cannot guarantee the security of electronic data communication. A Party shall not be liable for any damage caused to the other Party if the damage results from or is connected with electronic data transmission, unless the Party caused the damage deliberately.

10. Ownership of the Auditor's Work Papers and Use of Audit Tools

- 10.1. Any work papers, including electronic ones, prepared in the course of the Audit shall be the property of the Audit Firm. The Audit Firm shall not be liable for any damage that may be suffered by the Client when the tools (checklists, control/check tables related to the Financial Statements, etc.) made available to the Client's staff during the Audit are used for purposes other than facilitating the Audit of the Financial Statements.

11. Confidentiality Requirements Applicable to the Client

- 11.1. The Client shall maintain the confidentiality of all auditing methods and procedures by which the outcome of the Audit was achieved. This obligation shall apply for 10 years after the Audit of the Financial Statements specified in the Engagement Agreement.

12. Confidentiality Requirements Applicable to the Audit Firm

- 12.1. Confidential information (hereinafter 'Confidential Information') shall mean any information obtained by the Audit Firm in conducting the Audit which pertains explicitly to the Client's business as well as any other information that the Client may reasonably be expected to regard as confidential.
- 12.2. The Audit Firm has no obligation to treat as confidential any information disclosed by the Client which:
 - 12.2.1. the Audit Firm legitimately obtains before it is disclosed by the Client;
 - 12.2.2. the Client discloses without limitation to any other natural or legal person;
 - 12.2.3. the Audit Firm prepares independently without using or relying on Confidential Information;
 - 12.2.4. is or will become available to the general public without breach of this confidentiality requirement, or which can be legitimately obtained by the Audit Firm from a third party.
- 12.3. The Audit Firm shall use Confidential Information solely for conducting the Audit and shall not disclose Confidential Information to a third party without the Client's prior written consent unless otherwise provided in the Engagement Agreement or the law. Hereby the Client grants the Audit Firm the right to use Confidential Information on the terms and conditions set forth in subsection 12.4. The Audit Firm shall apply reasonable measures to maintain the confidentiality of Confidential Information and to inform its representatives and staff of the confidential nature of Confidential Information and the provisions of the Engagement Agreement that regulate the confidentiality of information.
- 12.4. Examples of cases when Confidential Information may be disclosed:
 - 12.4.1. The Audit Firm may disclose Confidential Information to its professional advisors and insurance providers in order to meet regulatory, risk mitigation and quality control requirements, provided that those persons assume the obligation to maintain the confidentiality of Confidential Information.
 - 12.4.2. The Audit Firm may forward and transmit Confidential Information for other business reasons such as the outsourcing of certain services (e.g. server hosting, maintenance, and support services) on condition that the service provider undertakes to maintain the confidentiality of the said information and that the Audit Firm remains liable to the Client for maintaining the confidentiality of Confidential Information.

13. Data Protection

- 13.1. The Audit Firm may process (this includes but is not limited to collecting, registering, retaining, using, disclosing, and transmitting internationally) personal data only in conformity with the Personal Data Protection Act of Estonia, taking into account the representations made by the Client under the Engagement Agreement.
- 13.2. The Client agrees that the Audit Firm may process (this includes but is not limited to collecting, retaining, and disclosing) the personal data, including sensitive personal data, of the Client's staff, contract partners, customers and other natural persons for the purposes and reasons provided in subsection 12.4. above.
- 13.3. Whenever the Client discloses to the Audit Firm the personal data of its staff, contract partners, customers and other natural persons, the Client confirms that it has obtained their consent for the processing of their personal data for the said purposes, unless the existence of such a consent arises from the law.

14. Organisation of Work

- 14.1. In planning the Audit, the Parties agree the schedule for conducting the Audit, the list of information to be initially provided by the Client to the Audit Firm, and the deadlines for the reports to be presented by the Audit Firm.
- 14.2. When the Client breaches its obligations under the Engagement Agreement and this causes postponement of various Audit stages and the Audit as a whole, the Audit Firm shall not be responsible for such delays or their consequences.
- 14.3. If the Client fails to settle in a timely manner any invoices submitted by the Audit Firm under the Engagement Agreement, the Audit Firm may suspend the performance of the Audit until the overdue invoices have been settled, and the Audit Firm shall not be responsible for the postponement of the agreed deadlines and its consequences.

15. Liability of the Audit Firm

- 15.1. The Audit Firm shall be liable to the Client for any direct patrimonial damage wrongfully caused by its professional activities. The limit for the liability is ten times the fee agreed in the Engagement Agreement. The limit shall not apply when the damage results from gross negligence or intent.

16. Force Majeure

- 16.1. The Parties shall not be liable for breach of the terms of the Engagement Agreement if the breach was caused by circumstances beyond their control or which could not have been reasonably foreseen or prevented such as natural disasters (fire, flooding, earthquake, etc.), social conflicts (strike, civil war, etc.) or passing of new legislation which significantly complicate, restrict or prohibit the performance of the Engagement Agreement.

17. The Effective Date, Term and Termination of the Engagement Agreement

- 17.1. The Engagement Agreement shall take effect upon its signature by the Parties and shall remain in effect until the Parties have duly discharged their obligations under the Engagement Agreement. The Engagement Agreement shall renew automatically for the audit of the financial statements of the next reporting period (the period following the period covered by the Audit) unless either Party notifies the other of a contrary intent at least one month before the end of the next reporting period.
- 17.2. The Engagement Agreement may be terminated at any time when the Parties so agree.
- 17.3. Extraordinary cancellation of the Engagement Agreement may only take place with a good reason (subsection 57 (1) of the Auditors Activities Act), by giving the other Party a written notice of cancellation. A good reason means a circumstance in which, considering all the circumstances and the interests of both Parties, the cancelling Party cannot reasonably be expected to continue performing the Engagement Agreement.
- 17.4. In order to avoid disputes as to which circumstances entitle a Party to cancel the Engagement Agreement extraordinarily, the Parties have agreed on the following non-exhaustive list of circumstances which the Parties deem to constitute a good reason for extraordinary cancellation of the Engagement Agreement by the Audit Firm. Such circumstances include, but are not limited to:
- 17.4.1. failure of the Client to settle an invoice submitted by the Audit Firm within more than 60 (sixty) days after the due date in a situation where the Audit Firm has warned the Client about extraordinary cancellation of the Engagement Agreement but the Client has still failed to promptly settle the invoice;
- 17.4.2. declaration of the Client's bankruptcy, abatement of bankruptcy proceedings, commencement of liquidation or compulsory dissolution proceedings in respect of the Client, or the Client's persistent insolvency;
- 17.4.3. the Client's failure, within a reasonable additional term granted by the Audit Firm, to provide the information, documents or explanations necessary for the performance of the Audit (including the Financial Statements, the management report or the documents listed in Appendix 3), or the Client's obstruction of the Audit Firm's access to information, documents or persons from whom the Audit Firm considers it necessary to obtain audit evidence (section 56 of the Auditors Activities Act), as a result of which the performance of the Audit or the issuance of the Auditor's Report is impossible or materially impeded;
- 17.4.4. unreasonably long delay of the Audit for reasons attributable to the Client, including where the Client has delayed the performance of an obligation under the Engagement Agreement or a response to an inquiry of the Audit Firm for more than 30 (thirty) consecutive days, or where the

timetable agreed between the Parties has become unachievable for reasons attributable to the Client, and the Client has failed to remedy the breach within an additional term granted by the Audit Firm;

- 17.4.5. the preconditions for an audit within the meaning of International Standard on Auditing (EE) 210 are not met or cease to exist during the term of the Engagement Agreement, including where the Client's management does not acknowledge or understand its responsibility for the preparation of the Financial Statements, for such internal control as is necessary, or for providing the Audit Firm with information and access, or refuses to provide the representation letter (Appendix 2) or a written confirmation of its responsibilities, or withdraws a confirmation already given;
- 17.4.6. the Client has knowingly provided the Audit Firm with false, incomplete or misleading information or forged documents, has concealed circumstances material to the Audit, or the Audit Firm has reasonable doubts as to the integrity of the Client's management (including suspected fraud) in respect of which the Client's management or supervisory board fails to take appropriate action;
- 17.4.7. the Audit Firm becomes aware of the Client's non-compliance, or reasonably suspected non-compliance, with laws and regulations (including tax, environmental, licensing or other requirements), and the Client's management or supervisory board does not take remedial action that the Audit Firm considers appropriate, even where such non-compliance is not material to the Financial Statements;
- 17.4.8. the mandatory annual client relationship and engagement continuance risk assessment performed by the Audit Firm in accordance with the professional standards of sworn auditors and quality management requirements concludes that continuing the client relationship or the engagement is not permissible or would expose the Audit Firm to unacceptable risk, including material reputational risk;
- 17.4.9. after the conclusion of the Engagement Agreement, the Audit Firm becomes aware of information concerning circumstances which, had they been known before the conclusion of the Engagement Agreement, would under the Audit Firm's client and engagement acceptance requirements have caused the Audit Firm to decline to conclude the Engagement Agreement or to accept the engagement;
- 17.4.10. the Audit Firm is unable to apply the due diligence measures required under the Money Laundering and Terrorist Financing Prevention Act, the Client fails to provide the information or documents necessary for that purpose, or the Audit Firm comes to suspect money laundering, terrorist financing or a breach of international sanctions;
- 17.4.11. circumstances emerge or arise (including as a result of changes in the Client's shareholders, members of governing bodies or beneficial owner) which threaten the independence of the Audit Firm or the sworn auditor

or create a conflict of interest, and which cannot be adequately mitigated by the application of safeguards;

- 17.4.12. after the conclusion of the Engagement Agreement, the Client's management imposes a limitation on the scope of the Audit which, in the Audit Firm's assessment, would be likely to result in a disclaimer of opinion;
- 17.4.13. the Client attempts to improperly influence the content of the Auditor's Report or the professional judgment of the sworn auditor (including by means of pressure, threats or the offering of inducements), or demands that the Audit be performed in a manner contrary to legislation, the Auditing Standards or professional ethics requirements;
- 17.4.14. the conduct of the Client or its representatives towards the Audit Firm, the sworn auditor or the Audit Firm's staff is abusive, threatening or otherwise such that the relationship of trust between the Parties has been irreparably damaged;
- 17.4.15. the employment or cooperation relationship between the Audit Firm and an expert with industry-specific knowledge, or the project manager of the engagement, whose involvement is necessary for the performance of the Audit, has ended, and the Audit Firm is unable, using reasonable efforts, to secure a replacement, as a result of which the Audit can no longer be performed in accordance with the professional standards of sworn auditors (including quality management and professional competence and due care requirements);
- 17.4.16. the Client otherwise materially breaches its obligations under the Engagement Agreement or legislation and fails to remedy the breach within a reasonable additional term granted by the Audit Firm.

17.5. Good reasons for extraordinary cancellation of the Engagement Agreement by the Client include, but are not limited to:

- 17.5.1. revocation of the Audit Firm's activity licence, or the withdrawal or suspension of the professional title of the sworn auditor signing the Auditor's Report, where the Audit Firm does not ensure the replacement of the signatory;
- 17.5.2. a material breach of independence or professional ethics requirements by the Audit Firm;
- 17.5.3. a material breach of confidentiality obligations by the Audit Firm;
- 17.5.4. a material and continuing delay in the performance of the Audit for reasons attributable to the Audit Firm, where the Audit Firm has failed to remedy the breach within a reasonable additional term granted by the Client;

- 17.5.5. the Audit Firm's failure to ensure the replacement of an expert with industry-specific knowledge or of the project manager necessary for the performance of the Audit, where the previous employment or cooperation relationship with such person has ended and the proper performance of the Audit is thereby materially impeded.
- 17.6. In accordance with subsection 57 (2) of the Auditors Activities Act, disagreements regarding accounting issues or matters related to the professional activities of the sworn auditor do not qualify as a good reason for cancellation of the Engagement Agreement. A good reason does not include, among other things:
- 17.6.1. a disagreement between the Parties on accounting policies, accounting estimates or the information to be disclosed in the Financial Statements;
 - 17.6.2. the fact that the sworn auditor intends to issue, or has issued, a modified Auditor's Report;
 - 17.6.3. the Client's wish to obtain an auditor's opinion of a different content, or to replace the Audit Firm with a view to obtaining an opinion more agreeable to the Client;
 - 17.6.4. the ordinary volume of work of the Audit, the extent of the audit procedures, or the Audit Firm's justified requests for additional information.
- 17.7. Where the good reason consists in a breach of an obligation by the other Party which is capable of being remedied, the Party intending to cancel shall, before cancelling the Engagement Agreement, give the other Party a written warning describing the breach, granting a reasonable additional term for remedying the breach and giving notice of the intention to cancel the Engagement Agreement extraordinarily upon the expiry of that term without result. A warning and an additional term are not required where the breach is by its nature incapable of being remedied or where the need or obligation to cancel arises from legislation or the professional standards of sworn auditors (including in the cases specified in subsections 17.4.8–17.4.11).
- 17.8. The Party entitled to cancel shall cancel the Engagement Agreement within a reasonable time after becoming aware of the good reason (subsection 196 (3) of the Law of Obligations Act). The notice of cancellation shall be given in writing and shall state the reason(s) for the cancellation of the Engagement Agreement.
- 17.9. When the Engagement Agreement is cancelled, the Parties shall immediately notify the Auditors Activities Oversight Board using the Commercial Register's information system and provide their explanations of the reasons for the cancellation of the Engagement Agreement (subsection 57 (3) of the Auditors Activities Act). Immediately after notifying the Auditors Activities Oversight Board, the Audit Firm shall provide the Client with a report on the Audit procedures performed.

- 17.10. The Client shall immediately pay the Audit Firm for all work agreed in the Engagement Agreement that was performed prior to the cancellation of the Engagement Agreement and is recorded in the report specified in subsection 17.9 that has been submitted to the Client, as well as compensate the justified expenditures already incurred by the Audit Firm in connection with the performance of the Audit (subsection 57 (4) of the Auditors Activities Act).

18. Other Terms

- 18.1. Any differences of opinion and any disputes arising from the Engagement Agreement shall be resolved by negotiation between the Parties. When the Parties fail to reach agreement, the dispute shall be resolved in Harju Maakohus (Harju County Court).
- 18.2. The Engagement Agreement may only be changed and supplemented subject to a written agreement between the Parties. Any change of or addition to the Engagement Agreement shall take effect when it has been signed by the Parties or on the date determined by the Parties.