Assertum Audit

Appendix 1

GENERAL TERMS AND CONDITIONS OF THE ENGAGEMENT AGREEMENT – AUDIT

Effective from 1 January 2023, amended on 09 September 2026, 20 October 2026 and 29 October 2026 (technical correction of 19 October 2026).

The main difference between the previous version(s) and the version amended on 09 September 2026: the conditions of agreement termination, contractual penalties and the hourly fees have changed; the numbering of the sections and the cross-references have been corrected; and the data protection and expert-involvement provisions have been updated.

Technical correction of 19 October 2026: the cross-references in subsections 18.12.2–18.12.5 and 18.14.2 and the references to ISA (EE) 580 have been corrected, and the English text has been aligned with the Estonian version (subsections 2.3, 2.4.2, 14.1, 15.3, 18.4.5, 18.4.10, 18.6.2, 18.9, 18.10 and 18.15.3); the Estonian version has not been amended in substance.

Amendments of 20 October 2026: the claim for payment under subsection 18.10 does not apply where the cancellation of the Engagement Agreement results from the suspension or expiry of the Audit Firm's activity licence (as in the general terms and conditions of review); subsection 8.5 specifies the addressees of the Independent Auditor's Report; the legal basis of subsection 18.7.6 is subsection 116 (2) 4) and subsection 196 (2) of the Law of Obligations Act, and subsection 18.14.2 refers to subsection 139 (2) of that Act (duty to mitigate loss).

Amendments of 29 October 2026 (applicable to Engagement Agreements concluded or renewed on or after 1 November 2026): new subsections 4.9 (costs of responding to proceedings relating to the Client and to third-party requests), 4.10 (travel, accommodation and subsistence expenses), 5.11 (services to the Client's competitors and conflicts of interest), 6.9 (tax obligations arising from cross-border management, operations and workforce), 6.10 (independence — the Client's duty to notify and the restriction on recruiting members of the engagement team), 6.11 (international sanctions), 6.12 (electronic provision of accounting data), 8.6 (reliance only on final written reports), 10.2 (cloud-based tools and tools based on artificial intelligence), 19.3 (procedure for amending the Appendix), 19.4 (precedence of languages), 19.5 (entire agreement and exclusion of the Client's standard terms) and 19.6 (survival and partial invalidity); subsection 6.6 updated (remote work and digital signing). Also new subsections 4.11 (exclusion of set-off), 4.12 (technology and compliance charge), 11.2 (retention of the Client's documents), 16.2 (third-party claims and exclusion of protective effect), 16.3 (proportionate liability) and 19.7 (handling of complaints).

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 draft Financial Statements and management report, which have been prepared and approved by the Client's management board, to the Audit Firm at least 21 days before the deadline set forth in subsection 2.2 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 7 business days before the Audit Firm's agreed visits to the Client (the interim visit and the post-reporting date visit). If the subject matter of the Audit (the Financial Statements) is missing or 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 in writing. 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 this Appendix.

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 2.2 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. The Audit Firm is entitled to involve, at its own responsibility, experts, assistants or other persons who act under the direction and supervision of the Audit Firm in order to better fulfil its professional obligations. The Audit

Firm remains responsible for the performance of the Audit notwithstanding the involvement of such persons. The cost of involving an expert shall be borne by the Audit Firm, except where the need to involve an expert arises from an accounting estimate of the Client the substantiation of which requires field-specific competence (for example the fair value of real estate or technical insurance provisions); in that case the bearing of the cost shall be agreed in writing before the expert is involved.

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

3.1. The Audit Firm shall determine the content and wording of the Independent Auditor's Report. The signatory of the Independent Auditor's Report is set out in subsection 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 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 and the analysis of deficiencies referred to in subsections 2.4.1 and 2.4.2 of this Appendix 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 250 euros per hour plus value added tax but not more than 2,000 euros for reviewing each version.

4.4. If the Client fails to observe the deadlines agreed in the Engagement Agreement or its appendices, including the deadlines referred to in subsection 2.3 of this Appendix, the Client shall pay a contractual penalty of 10% of the total value of the services covered by the Engagement Agreement. The Audit Firm need not prove that any loss has been incurred in order to claim the contractual penalty. Payment of the contractual penalty does not remedy the breach for the purposes of subsections 18.4 and 18.7 and does not restrict any other rights of the Audit Firm.

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 2.1 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 250 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. The costs of collecting amounts not paid when due shall be borne by the Client.

4.8. The Client consents to the Audit Firm assigning a monetary claim arising from the Engagement Agreement to a third party where the claim remains unsatisfied more than 3 (three) months after it becomes collectable. Upon assignment the Audit Firm shall disclose only the invoice underlying the claim, the report on the work performed and data concerning the Client's payment obligation; all other Confidential Information shall remain protected by the confidentiality requirements of the Engagement Agreement.

4.9. If the Client requests, or a law or regulation requires, the Audit Firm to produce documents, give explanations or testify in court, administrative, supervisory or other proceedings relating to the Client in which the Audit Firm is neither a party nor the person under investigation, or to respond to a third party's request concerning the Client (including requests made with the Client's consent by banks, investors or advisers), the Client shall reimburse the Audit Firm for the time spent at the hourly rate referred to in subsection 4.6 and the related costs, including legal fees. Documents are released in accordance with the Audit Firm's release procedure and the requirements of professional secrecy; subsection 18.14.4 governs enquiries from a successor audit firm.

4.10. Where Audit procedures (including attendance at inventory counts and visits to components or places of business) are performed outside Harju County or abroad, the Client shall reimburse the Audit Firm's travel, accommodation and subsistence expenses on the basis of actual costs; the expenses shall be agreed with the Client before the trip.

4.11. The Client may not set off against the Audit Firm's claim for fees any claim of its own that the Audit Firm has not acknowledged in writing or that has not been established by a court judgment that has entered into force.

4.12. Unless otherwise agreed in the Engagement Agreement, a technology and compliance charge of 2.5% of the fee, but not more than EUR 2,000 per financial year, is added to the fee agreed in subsection 4.1 of the Engagement Agreement to cover the costs of the information systems, data analytics and artificial intelligence tools, information security and the anti-money laundering and sanctions screening databases used in performing the Audit. The charge is shown as a separate line on the invoice and is subject to VAT.

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).

5.10. The Audit Firm shall perform its obligations with the due care required by the professional standards of sworn auditors, but does not guarantee the expression of an opinion of any particular content or the issuance of the Independent Auditor's Report by any particular date. The date of the Independent Auditor's Report depends on the performance of the Client's obligations, and the report cannot be dated earlier than the date on which the Audit Firm has obtained sufficient appropriate audit evidence and has received the Client's representation letter (paragraph 49(b) of ISA (EE) 700 and paragraphs 10, 11 and 20 of ISA (EE) 580).

5.11. The Audit Firm may provide services to the Client's competitors and to other persons related to the Client or having interests conflicting with those of the Client, applying the safeguards of Section 310 of the IESBA (EE) Code of Ethics and preserving Confidential Information. The engagement team is not deemed to possess knowledge held by other personnel of the Audit Firm as a result of serving other clients. The Client shall notify the Audit Firm without delay of any conflict of interest known to it.

6. The Responsibilities of the Client

6.1. 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.

6.2. 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.

6.3. 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.

6.4. 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.

6.5. 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. The Client shall provide the representation letter within the term specified in the Audit Firm's written request, which shall not be shorter than 5 (five) business days from receipt of the request. The representation letter shall be signed by all members of the Client's management board and its date shall not be later than the date of the Independent Auditor's Report. The Client confirms that it is aware that failure to provide the representation letter prevents the issuance and dating of the Independent Auditor's Report and constitutes an independent ground for extraordinary cancellation of the Engagement Agreement (subsection 18.4.5). 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.

6.6. The Client shall provide the representatives of the Audit Firm with proper working conditions on the Client's premises, including access to the internet and a telephone; where work is performed remotely, the Client shall ensure the possibility of secure electronic data exchange, video meetings and digital signing. Documents are, as a rule, signed digitally.

6.7. 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.

6.8. The Client shall comply with all lawful requests of the Audit Firm which result from meeting the responsibilities set forth in subsection 5.9 of this Appendix. 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.

6.9. Tax obligations arising from cross-border management, operations and workforce.

6.9.1. The Client shall notify the Audit Firm no later than during the planning of the Audit (subsection 15.1), and without delay upon any change in circumstances, if during the reporting period or an earlier period for which the assessment of tax has not become time-barred at least one of the following circumstances exists or has existed: (a) a member of the Client's management board or another person who makes the Client's management or strategic decisions is a tax resident of a country other than Estonia, or the Client's management decisions are made partly or wholly outside Estonia; (b) the Client has or has had a place of business in a foreign country (for example an office, a warehouse, a construction, installation or other site), the Client provides services on site in a foreign country, or a representative or agent acts on the Client's behalf in a foreign country with authority to conclude contracts or to conduct negotiations binding on the Client; (c) an employee or a member of the management board of the Client, or another person working for the Client (including under a service contract), works permanently or to a significant extent outside Estonia, including remotely.

6.9.2. Where a circumstance referred to in subsection 6.9.1 exists, the Client shall ensure that the Client's Management has assessed and documented the resulting tax obligations – including the Client's tax residency in a foreign country, the creation of a permanent establishment, the obligation to register as an employer and to pay payroll taxes and social security contributions, value added tax or other indirect tax (including sales tax) and real estate tax – together with the time at which they arose and their financial effect on the reporting period and earlier periods, and has recognised or disclosed them in the Financial Statements in accordance with the Applicable Financial Reporting Framework. The Client shall submit the assessment and the supporting documents to the Audit Firm no later than together with the draft Financial Statements (subsection 2.3) or by an earlier date specified in the Audit Firm's written request.

6.9.3. If, in the Audit Firm's judgement, the assessment of the Client's Management does not constitute sufficient appropriate audit evidence having regard to the complexity of the circumstances or the materiality of the possible effect, the Client shall, on the basis of the Audit Firm's reasoned written request and by the date specified in the request, which shall not be shorter than 30 (thirty) days, submit a written opinion of a tax adviser competent in the tax law of the relevant country and independent of the Audit Firm, or a written position of the competent tax authority (including a binding advance ruling), containing an assessment of whether and from when the obligation arose and of its financial effect (tax, interest and possible penalties) on the reporting period and earlier periods. The cost of obtaining the assessment, opinion or position shall be borne by the Client; subsection 2.6 governs only the cost of an expert engaged by the Audit Firm.

6.9.4. The Audit Firm shall evaluate the competence, capabilities and objectivity of the person who issued the opinion or position referred to in subsection 6.9.3 and the appropriateness of that person's work as audit

evidence (ISA (EE) 500, paragraph 8). The opinion or position submitted is not binding on the Audit Firm and does not replace its professional judgement. Owing to independence requirements, the Audit Firm shall not prepare or provide to the Client the assessment, opinion or position referred to in this subsection.

6.9.5. The Client confirms that it is aware that, if the assessment, opinion or position referred to in subsections 6.9.2 and 6.9.3 is not submitted, the Audit Firm may be unable to obtain sufficient appropriate audit evidence, which in that case results in an Independent Auditor's Report with a modified opinion (a qualified opinion or a disclaimer of opinion) (ISA (EE) 705 (Revised), paragraphs 7 and 9), and that failure to submit them constitutes failure to provide information within the meaning of subsections 15.3 and 18.4.3. If a tax obligation or contingent liability arising from the assessment, opinion or position is not recognised or disclosed in the Financial Statements, the Audit Firm shall evaluate its effect on the auditor's opinion; where the Audit Firm becomes aware of non-compliance with tax requirements, subsection 18.4.7 applies.

6.10. Independence. The Client shall notify the Audit Firm without delay of any circumstances that may affect the independence of the Audit Firm or of a member of the engagement team, including an intention to offer a member of the engagement team, the signatory of the Independent Auditor's Report or a shareholder of the Audit Firm employment, a position on a governing body or a similar position (Section 524 of the IESBA (EE) Code of Ethics), business relationships, loans or guarantees between the Client or its managers and the Audit Firm or its personnel, and gifts or hospitality exceeding what is trivial and customary (Sections 420, 510, 511 and 520). The Client shall not employ or engage a member of the engagement team during the Audit or within 12 (twelve) months after the date of the Independent Auditor's Report without the Audit Firm's prior written consent; in the event of a breach, the Client shall pay a contractual penalty equal to six months' gross salary of the person concerned at the Audit Firm. The overview of related parties provided under Appendix 4 to the Engagement Agreement also serves as the basis for assessing the Audit Firm's independence with respect to the Client's related entities (paragraph R400.20 of the Code of Ethics); the Client shall notify the Audit Firm of any changes in its related entities.

6.11. The Client shall notify the Audit Firm without delay if the Client, its shareholder, beneficial owner, a member of its governing body or a significant transaction partner is included in a list of subjects of international sanctions, or if the Client's activities or transactions are connected with countries, persons, goods or services subject to sanctions or export controls. The Audit Firm may refuse to perform any act that would conflict with the International Sanctions Act or the sanctions regulations of the European Union, in which case subsection 18.4.10 applies.

6.12. The Client shall provide its accounting data, including all general ledger and journal entries for the reporting period, in full and unaltered form in the electronic format specified by the Audit Firm, or shall grant the Audit Firm

read-only access to its accounting software. The Audit Firm may process the data with data analytics tools (subsection 10.2).

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

7.1. 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.

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

8.1. 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.

8.2. 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.

8.3. Any other reports presented to the Client, including any explanatory or advisory documents, may only be used for the purposes described therein.

8.4. 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.

8.5. The addressees of the Independent Auditor's Report are the Client's shareholders or members (in the case of a foundation, its supervisory board). 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.

8.6. The Client may rely only on the Audit Firm's final written reports. Oral explanations, e-mails, interim results and drafts (subsection 18.13) provided in the course of the Audit are not binding on the Audit Firm and do not entitle the Client to rely on them. The Audit Firm has no obligation to update the Independent Auditor's Report or any other report after its date, except to the extent required by the Auditing Standards (ISA (EE) 560).

9. The Management Report

9.1. 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.

10. Electronic Communication

10.1. 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.

10.2. In performing and documenting the Audit, the Audit Firm uses cloud-based tools (including document management, data analytics and external databases) and tools based on artificial intelligence. The Audit Firm uses only service providers that are contractually bound to confidentiality, do not use the Client's data to train their models and process personal data in the European Union or the European Economic Area or subject to the safeguards of Chapter V of the General Data Protection Regulation (see also subsections 13.4.2 and 14). The output of artificial intelligence is subject to the supervision of the sworn auditor, and professional judgement and responsibility for the Audit remain with the Audit Firm. The Client shall transmit data through the secure channel specified by the Audit Firm and is responsible for the access rights and authorisations of its users.

11. Ownership of the Auditor’s Work Papers and Use of Audit Tools

11.1. 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. The Audit Firm shall retain the work papers for at least 7 (seven) years from the completion of the engagement.

11.2. The Client shall itself retain its source accounting documents, registers and other documents submitted in the course of the Audit for the period prescribed by the Accounting Act. Copies and extracts submitted to the Audit Firm form part of the working papers; the Audit Firm is not the custodian of the Client's documents and does not return them unless otherwise agreed.

12. Confidentiality Requirements Applicable to the Client

12.1. 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.

13. Confidentiality Requirements Applicable to the Audit Firm

13.1. 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.

13.2. The Audit Firm has no obligation to treat as confidential any information disclosed by the Client which:

13.2.1. the Audit Firm legitimately obtains before it is disclosed by the Client;

13.2.2. the Client discloses without limitation to any other natural or legal person;

13.2.3. the Audit Firm prepares independently without using or relying on Confidential Information;

13.2.4. 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.

13.3. 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 13.4. 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.

13.4. Examples of cases when Confidential Information may be disclosed:

13.4.1. 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.

13.4.2. 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.

13.4.3. The Audit Firm discloses Confidential Information to the supervisor of statutory audit activities — the Auditing Activities Oversight Council and the Estonian Auditors' Association (Audiitorkogu) — to the extent necessary for the performance of supervision arising from the Auditors Activities Act, including quality assurance review. The Client confirms that

it is aware that the supervisor has a statutory right to examine the Audit Firm's work papers containing the Client's Confidential Information and that the supervisor is obliged to keep that information confidential.

14. Data Protection

14.1. 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 Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation) and the Personal Data Protection Act of Estonia, taking into account the representations made by the Client under the Engagement Agreement.

14.2. The Client agrees that the Audit Firm may process (this includes but is not limited to collecting, retaining, and disclosing) the personal data, including special categories of personal data (Article 9 of the General Data Protection Regulation), of the Client's staff, contract partners, customers and other natural persons for the purposes and reasons provided in subsection 13.4. above.

14.3. The Parties are independent controllers in the processing of personal data. The Audit Firm processes the personal data of the Client's employees, contractual partners, customers and other natural persons for compliance with a legal obligation (Article 6(1)(c) of the General Data Protection Regulation in conjunction with the Auditors Activities Act and the Money Laundering and Terrorist Financing Prevention Act) and on the basis of the Audit Firm's legitimate interests (Article 6(1)(f)). The Client shall ensure that it has complied with its obligation to inform data subjects (Articles 13 and 14 of the General Data Protection Regulation) in so far as the transfer of personal data to the Audit Firm is concerned.

15. Organisation of Work

15.1. 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.

15.2. 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.

15.3. 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. The Audit Firm has the same right where the Client has failed to provide the documents referred to in subsection 2.3 of this Appendix, the representation letter referred to in subsection 6.5, or the information, documents or explanations specified in the Audit Firm's written request. The period of suspension of the Audit is not

a delay on the part of the Audit Firm and no term arising from the Engagement Agreement shall run against the Audit Firm during that period. The Audit Firm shall notify the Client in writing of the suspension and of its reason; suspension is not a cancellation of the Engagement Agreement and does not restrict the Audit Firm's right to cancel the Engagement Agreement at a later date.

16. Liability of the Audit Firm

16.1. 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. The Audit Firm shall not be liable for loss of profit, non-patrimonial damage, reputational harm or damage arising from claims brought against the Client by third parties. The Audit Firm shall not be liable for damage to the extent that it was caused by the Client's own breach of its obligations, including the failure to provide, or the late provision of, information, documents or the representation letter (see subsections 15.2 and 18.15.2). Any claim of the Client against the Audit Firm shall be submitted to the Audit Firm in writing within 24 (twenty-four) months from the day on which the Client became aware, or ought to have become aware, of the circumstance giving rise to the claim. The limitations set out in this subsection shall not apply in the case of an intentional breach.

16.2. The Engagement Agreement is not a contract with protective effect for third parties within the meaning of section 81 of the Law of Obligations Act, and the Audit Firm owes no duty of care under the Engagement Agreement to third parties. A third party may rely on the Independent Auditor's Report or any other report of the Audit Firm only on the basis of the Audit Firm's prior written consent and on the conditions set out therein. The Client shall reimburse the Audit Firm for the reasonable costs of defending against third-party claims and for the damage suffered by the Audit Firm to the extent that the claim arises from the Client's use of the Independent Auditor's Report or other documents contrary to section 8 or from incorrect, incomplete or misleading information provided by the Client.

16.3. Where the damage suffered by the Client has, in addition to the Audit Firm, been caused or contributed to by the Client itself, its management, employees or advisers or by another third party, the Audit Firm is liable only for that part of the damage which corresponds to the extent of its fault and causal contribution (section 139 of the Law of Obligations Act); the insolvency of, a limitation of liability of, or a failure to bring a claim against other persons does not increase the Audit Firm's share.

17. Force Majeure

17.1. 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 of prohibit the performance of the Engagement Agreement.

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

18.1. 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 three months before the end of the period subject to audit. The Engagement Agreement is extended on condition that the Client's shareholders have appointed the Audit Firm as auditor for the following period in accordance with the procedure laid down in the Commercial Code. The three-month period referred to in this subsection applies to Engagement Agreements concluded on or after 9 September 2026. Engagement Agreements concluded before 9 September 2026 remain subject to the previous one-month period until the Parties conclude an amendment to the Engagement Agreement or a new Engagement Agreement.

18.2. The Engagement Agreement may be terminated at any time when the Parties so agree.

18.3. 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.

18.4. 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:

18.4.1. 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;

18.4.2. 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;

18.4.3. 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. The Parties agree that the ground set out in this subsection is also met where the Client has failed to provide the information, documents or explanations specified in the Audit Firm's written request within 60 (sixty) days of the date of that request, irrespective of whether the Audit Firm has granted a separate additional term; in such case the Parties deem the expiry of the 60-day period without result to be equivalent to the granting of a reasonable additional term. The Parties agree that a notice, confirmation or promise by the Client to provide information, documents or explanations in the future does not constitute provision thereof and does not remedy the breach referred to in this subsection, irrespective of whether the Client adheres to the term it has stated;

18.4.4. 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. The Parties agree that the ground set out in this subsection is also met where the issuance of the Auditor's Report has been delayed for reasons attributable to the Client by more than 90 (ninety) days beyond the deadline agreed in the Engagement Agreement or determined by the Audit Firm under subsection 2.3, irrespective of whether the Audit Firm has granted a separate additional term;

18.4.5. 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, fails to provide the representation letter within the term determined in accordance with subsection 6.5, or withdraws a confirmation already given. The Parties agree that failure to provide the representation letter within the term specified in the Audit Firm's written request constitutes refusal to provide the representation letter for the purposes of this subsection, irrespective of whether the Client has expressly refused or has failed to respond to the request. The Client confirms that it is aware that, under the Auditing Standards, without a representation letter signed by all members of the Client's management board the Audit Firm cannot date or issue the Auditor's Report as at any date (International Standard on Auditing (EE) 580.10, .11 and .20 and International Standard on Auditing (EE) 700.49(b)) and that failure to provide the representation letter is therefore not capable of being

remedied by the subsequent delivery of other documents or by the performance of additional audit work;

18.4.6. 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;

18.4.7. 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;

18.4.8. 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;

18.4.9. 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;

18.4.10. the Audit Firm is unable to apply the due diligence measures required under the Money Laundering and Terrorist Financing Prevention Act (including establishing the identity of the Client's representatives or identifying the beneficial owner), 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;

18.4.11. 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;

18.4.12. 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;

18.4.13. 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;

18.4.14. 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, and also where the Client states in writing or clearly demonstrates by its conduct that it has lost trust in the Audit Firm or the sworn auditor. The Parties agree that the Client's right to contest the Audit Firm's positions or the cancellation of the Engagement Agreement does not in itself constitute a ground under this subsection; the ground is met where the Client's conduct creates an intimidation or self-interest threat to the objectivity of the sworn auditor which cannot be reduced to an acceptable level by the application of safeguards;

18.4.15. 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);

18.4.16. 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, and also where the Client repeatedly breaches its obligations under the Engagement Agreement or legislation, irrespective of whether each individual breach has been remedied.

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

18.5.1. 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;

18.5.2. a material breach of independence or professional ethics requirements by the Audit Firm;

18.5.3. a material breach of confidentiality obligations by the Audit Firm;

18.5.4. 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;

18.5.5. 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.

18.6. 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:

18.6.1. a disagreement between the Parties on accounting policies, accounting estimates or the information to be disclosed in the Financial Statements;

18.6.2. the fact that the sworn auditor intends to issue, or has issued, an Auditor's Report with a modified opinion (including a qualified opinion, an adverse opinion or a disclaimer of opinion);

18.6.3. 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;

18.6.4. the ordinary volume of work of the Audit, the extent of the audit procedures, or the Audit Firm's justified requests for additional information.

18.7. 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 at least one of the following circumstances exists:

18.7.1. the breach is by its nature incapable of being remedied;

18.7.2. the need or obligation to cancel arises from legislation or the professional standards of sworn auditors, including in the cases specified in subsections 18.4.5 and 18.4.8–18.4.13;

18.7.3. the other Party has stated that it will not perform its obligation, or has failed, despite the Audit Firm's written enquiry, to state within 14 (fourteen) days when it will perform the obligation;

18.7.4. the granting of an additional term would, in the circumstances, be manifestly futile, including where the other Party has already failed to

perform the same obligation within a term previously granted or within a term stated by that Party itself;

18.7.5. the Party intending to cancel has reasonable grounds to believe that the other Party will fail to perform its obligation in the future as well (subsection 116 (2) 4) of the Law of Obligations Act);

18.7.6. the other Party has breached the obligation repeatedly or is in continuing breach of it; the Parties agree that in such case the Party intending to cancel has reasonable grounds to believe that the other Party will fail to perform its obligation in the future as well (subsection 116 (2) 4) and subsection 196 (2) of the Law of Obligations Act).

18.7.7. Where relying on the ground referred to in subsection 18.7.2, the cancelling Party shall state in the notice of cancellation the specific requirement of legislation or of the professional standards of sworn auditors which prevents the performance of the obligation, the expression of the opinion or the dating of the Auditor's Report. The Parties agree that the existence of a circumstance referred to in subsections 18.7.1–18.7.6 shall be proved by the cancelling Party and that, where so proved, the absence of a warning and an additional term is not a defect of the cancellation of the Engagement Agreement.

18.8. 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 and the factual circumstances substantiating them.

18.8.1. The notice of cancellation shall state all grounds for cancellation known to the cancelling Party at the time the notice is given and all factual circumstances substantiating them.

18.8.2. The Parties agree that the legal characterisation given in the notice of cancellation (the reference to a provision of the Engagement Agreement or of legislation) does not restrict the right of the cancelling Party to rely on the same factual circumstances disclosed in the notice on another ground arising from the Engagement Agreement or from legislation. What is decisive in assessing the validity of the cancellation of the Engagement Agreement is the disclosure of the factual circumstances, not their legal characterisation.

18.8.3. Where new grounds for cancellation or new factual circumstances become apparent after the notice of cancellation has been given, the Party shall give a new, independent notice of cancellation, the validity of which shall be assessed as at the date on which it is given. The new notice of cancellation does not render the earlier notice retrospectively valid and does not remedy any defect thereof.

18.8.4. A notice of cancellation and other notices arising from the Engagement Agreement are deemed received by the other Party on the business day following the day on which they are sent to the e-mail address specified

in the Engagement Agreement or in subsection 18.11, irrespective of whether the other Party has confirmed receipt.

18.9. When the Engagement Agreement is cancelled, the Parties shall immediately notify the Auditors Activities Oversight Board using the 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, but no later than within 5 (five) business days, the Audit Firm shall provide the Client with a report on the Audit procedures performed. The report on the work performed is deemed accepted by the Client unless the Client has objected in writing and with reasons within 7 (seven) days of receipt of the report, indicating which of the work recorded in the report has in its view not been performed. A general objection without item-by-item reasons is not an objection for the purposes of this subsection.

18.10. 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 18.9 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). The preceding sentence shall not apply where the cancellation of the Engagement Agreement results from the suspension or expiry of the Audit Firm's activity licence. The report on the work performed referred to in subsection 18.9 constitutes evidence of the volume of work performed. The payment term and interest on arrears set out in subsection 4.7 apply to the invoice; the Client shall compensate all costs incurred in collecting amounts not paid when due. The Parties agree that the Client's obligation to pay for the work performed does not depend on whether the Auditor's Report was issued, nor on which Party cancelled the Engagement Agreement.

18.11. Contact persons and the binding effect of notices.

18.11.1. The Parties shall designate their contact persons and their e-mail addresses in the Engagement Agreement or in writing (including by e-mail). The Client's contact person may be, among others, a member of the Client's management board, its chief accountant, financial manager, accounting service provider or another person designated by the Client.

18.11.2. The Parties agree that notices, confirmations, explanations and documents sent to the Audit Firm by the Client's contact person or from that person's e-mail address are deemed to be the notices, confirmations, explanations and documents of the Client and are binding on the Client. This applies, among other things, to notices concerning the Audit timetable, deadlines for providing documents, the suspension, postponement or continuation of the work, and the Client's readiness for the completion of the Audit.

18.11.3. A notice referred to in subsection 18.11.2 is deemed to be a notice of the Client unless the Client proves that it had notified the Audit Firm in writing, before receipt of the notice, of the absence of that person's right of representation or of a limitation on its scope.

18.11.4. The Client shall notify the Audit Firm in writing without delay of any change of contact person. Until such notice is received, the Audit Firm shall treat the previous contact person as the Client's contact person.

18.11.5. The Audit Firm is entitled, but not obliged, to require confirmation of a material notice by a member of the Client's management board. Whether or not such confirmation is required does not affect the binding effect of the notice under subsection 18.11.2.

18.12. Consequences of delay attributable to the Client.

18.12.1. The Client confirms that it is aware that, under the Auditing Standards, the sufficiency and appropriateness of audit evidence is assessed as at the date of the Auditor's Report and that postponement of the date of the report under subsection 2.3 gives rise to a need for additional audit procedures and additional work, including: (a) procedures concerning events occurring between the date of the financial statements and the date of the Auditor's Report (ISA (EE) 560); (b) a new assessment by the Client's management board of the Client's ability to continue as a going concern, covering at least 12 months from the date of the financial statements, and the evaluation of that assessment up to the date of the Auditor's Report (ISA (EE) 570); (c) a representation letter bearing a new date which is not later than the date of the Auditor's Report (ISA (EE) 580.14); (d) where necessary, the updating of risk assessments and of procedures previously performed (ISA (EE) 315, 330 and 500).

18.12.2. The additional work referred to in subsection 18.12.1 is not included in the fee agreed in subsection 4.1 of the Engagement Agreement. Where the issuance of the Auditor's Report is delayed for reasons attributable to the Client by more than 60 (sixty) days beyond the deadline for issuing the report agreed in the Engagement Agreement, the Audit Firm shall submit to the Client in writing a new timetable and the amount of the additional fee chargeable for the additional work, or the basis for its calculation.

18.12.3. Where the Client has not agreed in writing to the new timetable and the additional fee within 14 (fourteen) days of receipt of the notice referred to in subsection 18.12.2, the Parties deem that, considering all the circumstances and the interests of both Parties, the Audit Firm cannot reasonably be expected to continue performing the Engagement Agreement and that a good reason exists for extraordinary cancellation of the Engagement Agreement by the Audit Firm (subsection 18.3). A warning and an additional term are not required in such case (subsection 18.7).

18.12.4. The Parties agree that the need for the additional work referred to in subsection 18.12.1 is not a delay or a breach of the Engagement Agreement on the part of the Audit Firm and that the Client shall bring no claims against the Audit Firm on that account (see also subsection 15.2).

18.12.5. The need for the additional work referred to in subsection 18.12.1 does not render the Client's breach capable of being remedied for the purposes of subsection 18.7, nor does it restrict the Audit Firm's right to rely on subsections 18.4.3–18.4.5.

18.13. Draft Auditor's Report or draft opinion.

18.13.1. Where the Audit Firm provides the Client with a draft Auditor's Report or a draft opinion, it shall be marked “DRAFT” and accompanied by a covering letter listing the open matters (documents and explanations not provided, an unsigned representation letter, procedures not completed).

18.13.2. The Parties agree that a draft: (a) is not the Auditor's Report or an opinion; (b) does not evidence that the Audit Firm has obtained sufficient appropriate audit evidence for the expression of an opinion; (c) does not oblige the Audit Firm to issue the Auditor's Report or to express an opinion of the content reflected in the draft; (d) confers no right on the Client to rely on the draft or its content or to disclose it to third parties.

18.13.3. The Client shall not rely on the provision of a draft as evidence of the Audit Firm's readiness, of the sufficiency of the work performed or of the content of the opinion to be expressed.

18.14. The Client's obligations after the Engagement Agreement ends.

18.14.1. Upon the ending of the Engagement Agreement, the Client shall without delay, and in any event within 30 (thirty) days of the ending of the Engagement Agreement, arrange for the completion of the audit of the Financial Statements through a new audit firm and provide that audit firm with all information and documents which it failed to provide to the Audit Firm.

18.14.2. The Parties agree that the obligation referred to in subsection 18.14.1 is the Client's duty to mitigate loss within the meaning of subsection 139 (2) of the Law of Obligations Act. Any costs, delays and other consequences arising from the failure to perform that obligation, or from its later performance, shall be borne by the Client.

18.14.3. The Client's costs for the services of a new audit firm do not constitute loss recoverable from the Audit Firm to the extent that the Client would have had to bear those costs also in the event of due performance of the Engagement Agreement.

18.14.4. The Audit Firm shall respond to the reasonable enquiries of a new audit firm (ISA (EE) 510; the IESBA (EE) Code of Ethics) provided that the Client has given its written consent thereto and has paid the fee referred to in subsection 18.10 and compensated the expenditures.

18.15. Effect of cancellation of the Engagement Agreement on the Parties' claims.

18.15.1. Extraordinary cancellation of the Engagement Agreement by the Audit Firm on a ground referred to in subsections 18.3–18.4 is not a breach of the Engagement Agreement by the Audit Firm and confers no right on the Client to claim damages, repayment of the fee or a contractual penalty.

18.15.2. The Parties agree that the Client cannot rely on legal remedies to the extent that the impediment to the performance of the Engagement Agreement was caused by the Client's own act or omission or by a circumstance for which the Client bears the risk (subsection 101 (3) of the Law of Obligations Act), including the failure to provide information, documents, an inventory or inventories calculation or the representation letter.

18.15.3. Cancellation of the Engagement Agreement by the Client does not affect the Audit Firm's claim for the fee referred to in subsection 18.10, its claim for the contractual penalty referred to in subsection 4.4, or the Audit Firm's right to claim compensation for the costs of defending an unfounded claim.

18.15.4. The Client confirms that it is aware that, under subsection 57 (2) of the Auditors Activities Act and subsection 18.6, a difference of opinion cannot constitute a good reason, but that an impediment arising from the professional standards of sworn auditors to the expression of an opinion or to the dating of the Auditor's Report is not a difference of opinion within the meaning of subsection 18.6.

19. Other Terms

19.1. 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).

19.2. 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.

19.3. By way of exception to subsection 19.2, the Audit Firm may amend this Appendix and the other appendices to the Engagement Agreement unilaterally by publishing the new version on its website and notifying the Client of the amendment by e-mail at least 30 (thirty) days before the

amendment takes effect. If the Client does not agree with the amendment, it may terminate the Engagement Agreement in writing before the amendment takes effect, in which case subsection 18.10 applies. If the Client has not terminated the Engagement Agreement before the amendment takes effect, it is deemed to have accepted the amendment. An amendment that worsens the Client's position does not apply to an Audit whose Independent Auditor's Report is issued before the amendment takes effect, except for an amendment required by law or by the Auditing Standards.

19.4. This Appendix and the other appendices to the Engagement Agreement have been drawn up in Estonian; the English and Russian texts are translations. In the event of any discrepancy between the texts or a dispute over interpretation, the Estonian text prevails.

19.5. The Engagement Agreement together with its appendices constitutes the entire agreement between the Parties concerning the audit service and supersedes the Parties' prior agreements and correspondence on the same subject. The Client's standard terms, including terms contained in procurement documents, purchase orders or the Client's contract forms, do not apply to the Engagement Agreement unless the Audit Firm has expressly agreed to them in writing (section 40 of the Law of Obligations Act).

19.6. The expiry or termination of the Engagement Agreement does not affect the provisions which by their nature are intended to remain in force after it, including sections 4 (fees), 11 (working papers), 12–14 (confidentiality and data protection) and 16 (liability), subsections 18.9–18.15 and section 19. The invalidity or nullity of an individual provision of the Engagement Agreement does not affect the validity of the remaining provisions (section 85 of the General Part of the Civil Code Act).

19.7. The Client may submit a complaint concerning the quality of the Audit Firm's service or its conduct to the Audit Firm's ethics manager at the e-mail address published on the Audit Firm's website; the complaint is handled in accordance with the Audit Firm's system of quality management and the Client receives a written reply within 30 (thirty) days. Submitting a complaint does not limit the Client's right to apply to the Auditing Activities Oversight Board or to the court (subsection 19.1).