

GENERAL TERMS AND CONDITIONS



THESE TERMS AND CONDITIONS apply to our following group companies:

cee tax management s.r.o., Smetanovo nábřeží 26/197, 110 00 Prague 1, Czech Republic;
registration number: 26425068;

cee bas services s.r.o., Šafářova 150/8, 102 00 Prague 10, Hostivař, Czech Republic;
registration number: 28947924;

cee cos services ltd., OYIA Business Centre, Floor 3, Suite 301, Cross Roads, Marsa MRS
1547, Malta; registration number: C 67598;

cee me bureau limited, 4th Floor International House, Queen's Road, Brighton, East Sussex,
United Kingdom, BN1 3XE; Company number: 08602167.

We look forward to working with you and we expect to have a long and mutually satisfactory business relationship.

APPOINTMENT AS YOUR ADVISOR

CEE tax provides tax, legal, financial and business advisory services. We carry on our business in many central and eastern European countries from our main offices in Malta and the Czech Republic.

We provide our services through our group companies in the Czech Republic, Malta and the United Kingdom, which are limited liability companies.

We are not investment advisers and no communications should be interpreted as recommendations or invitations to make any investments.

We are an independent firm consisting of a core team of professionals with a strong international network of experienced professionals with whom we work on the basis of project-based partnerships. In order to be able to provide a full range of services we work together with international and local professionals from different or similar disciplines in central Europe and globally.

CLIENT IDENTIFICATION

As part of our client acceptance procedure we ask you to produce a copy of your photo identity card or of your passport. We also need to verify certain business registration documents. Finally, when performing our customer due diligence we need to ask you for some information on the purpose and intended nature of the business relationship, as well as some basic information on sources of funds. We are required to follow local and international KYC (Know Your Client) and AML (Anti Money Laundering) rules.

In our first meeting we will specify the information we will require in more detail.

TAX AND LEGAL SERVICES

All our work is carried out according to the highest standards, based on our understanding of the relevant laws, case law and practice. All our work is subject to internal review procedures.

Some work may require the appointment of a Registered Tax Advisor or Solicitor. In that case the law requires that you provide a Power of Attorney to one of our Registered Tax Advisors or Solicitors in a personal capacity.

ADVISORY SERVICES

Advice is often given verbally during meetings or by phone. If you need to rely on such advice we strongly recommend you to allow us to confirm such advice in writing. This gives us the opportunity to analyse and research the issue in more detail in the relevant context, in order to avoid any misinterpretation of the content or the nature of the advice.

Once we have provided you with our recommendations we are not obligated to update the advice to later changes in law or practice.

We would be happy to assist you in the implementation of our advice. Please note that a correct implementation is critical for the validity and use of our advice.

COMPLIANCE SERVICES

Tax compliance services include: tax registrations, preparation of tax returns (Value Added Tax, Corporate and Personal Income Tax, Real Estate Tax, Withholding Taxes, etc.), payroll calculations, obtaining tax refunds, application for investment incentives, application for subsidies and grants, international information requests, etc.

When providing these services you are responsible for providing us with all information and materials on a timely basis, and that the information is true, accurate and not misleading.

COMMUNICATIONS

For reasons of efficiency we use electronic means of communications, such as email, phone and VOIP. You should be aware of and accept the inherited security risk. We are not liable for a breach of security, except in the case of willful default or gross negligence.

FEES & INVOICING

We prefer taking part in the successes and risks of our clients by avoiding hourly-rate billing. We prefer to agree in advance on a success fee, fixed fee or capped fee. In cases where no fee arrangements have been made in advance, or where such agreement is not possible because of the uncertainty of the amount of work involved, we will charge on an hourly basis. Depending on factors such as the complexity of the issues, the urgency of the matter and potential liabilities our hourly rates range from €40 to €450.

All price quotations are excluding VAT and expenses.

Depending on the nature of the assignment we may issue advance invoices to secure payment of our invoices and of expenses.

Invoices are usually issued quarterly in Euros and/or Czech crowns. Invoices are payable within 14 days of delivery. In case of late payment we reserve the right to charge interest at 1% per month.

OTHER

use of our advice

Our work is intended only for you as our client. Distribution to third parties is prohibited. When we develop ideas and know-how for you, we are free to use these also for other clients.

staffing & outsourcing

We are responsible to staff each assignment appropriately to make sure you receive the expected quality of service for a reasonable price.

We can instruct third parties to carry on part of the assignment.

confidentiality

All information you provide to us and that is not public, we keep confidential. When we work together with third parties who are involved in performing the assignment we will make sure these third parties will be bound by similar confidentiality obligations.

This confidentiality obligation does not extend to the disclosure of information on the basis of statutory obligations.

We will ensure careful storage of your information, but we are not liable for damage or loss of your records or documents, except in case of gross negligence.

conflicts of interest

We will always try to avoid any situation where we would be representing conflicting interests. Because we may not always be able to recognize situations that you perceive as a conflict, please notify us immediately in the event you have any concerns that may involve a potential conflict of interest.

Merely because of your mandate to us, this does not prevent us from working for other clients in the same industry, whether or not they are your competitors.

processing of personal data

Any personal data that you provide to us we will keep confidential and we will use such data only for the purpose of carrying on the agreed assignment. We are fully compliant with local and international GDPR (General Data Protection Regulation) rules.

complaints and disputes

We are confident that our work will be fully to your satisfaction, but in the event you would have any complaints or concerns, please contact one of the partners (Henk Goossen, Petr Guth, Stanislaw Pelczar and Daniela Gadasová). We will make every effort to resolve your complaints or concerns.

In the event that we would have any dispute in relation to our Agreement we should try, in good faith, to negotiate a friendly settlement.

If we are not able to reach a friendly settlement of any dispute, or if one of us would not be willing to negotiate a friendly settlement, then disputes will only be settled by arbitration. Arbitration will be conducted under the Arbitration Rules of the London Court of International Arbitration. The decision of the arbitrators shall be final and binding. We both agree to honour such decision.

Each of us will bear our own arbitration costs, including costs for the enforcement of the arbitration decision.

liability

We are not liable for any direct loss suffered by you connected with the improper performance of the assignment in excess of three times the amount of our fee. We are not liable for any consequential loss, including loss of profit. You will need to file any claim within 1 year of the action that allegedly gave rise to our liability.

You agree to indemnify us against any claim of third parties related to the assignment.

If we work for persons or companies belonging to a group, all persons and companies of that group are jointly and severally liable for the payment of our invoices.

termination

You or we may decide to terminate our engagement at any time, by informing the other. In that event you agree to pay our fees and expenses up to the moment of the termination, upon receipt of our final invoice.

After termination, the terms about use of our advice, confidentiality, processing of personal data, liability and disputes will continue to apply.

governing law

Our relationship is exclusively subject to the laws of England and Wales, unless fully or partly made subject to local laws by written agreement or statutory law.

Prague / Malta, November 2024

cee tax group

