HAVEN
TAX & ACCOUNTING

# TERMS AND CONDITIONS OF HAVEN TAX & ACCOUNTING S.R.O. FOR ACCOUNTING AND TAX CONSULTANCY

in accordance with the provisions of Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**CC**").

## I. INTRODUCTORY PROVISIONS

1. These Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") are an integral part of all contracts for work concluded between **HAVEN Tax & Accounting s.r.o.** , ID No.: 022 05 335, with registered office at Jeseniova 1151/55, 130 00 Praha 3 - Žižkov, registered in the Commercial Register kept by the Municipal Court in Prague under No. C 216788 (hereinafter referred to as "**HAVEN Tax & Accounting**") and its clients (hereinafter referred to as the "**Client**", HAVEN Tax & Accounting and the Client hereinafter collectively referred to as the "**Parties**"), under which HAVEN Tax & Accounting performs work for the Client, and any other contracts concluded between HAVEN Tax & Accounting and the Client which expressly refer to these Terms and Conditions (hereinafter referred to as the "**Contracts**"). These Terms and Conditions shall become binding on the Parties at the time of conclusion of the Contract.
2. The Parties expressly agree that only these Terms and Conditions shall apply to all relationships arising from the Contracts and the use of any other terms and conditions is expressly excluded.
3. Provisions of the Contracts that conflict with the provisions of these Terms and Conditions shall prevail over the wording of these Terms and Conditions.
4. These Terms and Conditions are available for inspection at the office of HAVEN Tax & Accounting at Jeseniova 1151/55, 130 00 Praha 3 - Žižkov upon request and are published on the website www.ta-haven.cz.

## II. DEFINITION OF TERMS

1. "**Contract**" means:

   1.1. Contract for the provision of bookkeeping services including consulting services and training;

   1.2. Contract for tax consultancy,

   which are works contracts within the meaning of Section 2586 et seq. of the Civil Code.
2. **"Work"** means the subject matter of the Work Contract.
3. **"Handover of documents"** means the handover by the Client to HAVEN Tax & Accounting of the last of the items, documents or information necessary for the processing of the Work.
4. "**Transmittal** " means the delivery of the items that are the Work or the delivery of a copy of the electronic data that is the Work or information as to the location of the Work if the Work is remotely accessible data.
5. "**Force Majeure**" shall mean any event beyond the control of HAVEN Tax & Accounting, including but not limited to acts of God, arbitrary actions of third parties, insurrections, street riots, strikes, work lockouts, work boycotts, occupation of property essential to the performance of the obligations under the Contract, disturbances of the work order, declared or undeclared wars, or a

change in the political situation that precludes or unreasonably hinders the exercise of rights and obligations under the Contract.

## III. PURPOSE OF THE CONTRACT

1. The purpose of the Contract is the mutual regulation of the rights and obligations of the Parties arising in the performance of the subject matter of the Contract specified in the Contract.

## IV. SUBJECT OF THE CONTRACT

1. The subject matter of the Contract is the obligation of HAVEN Tax & Accounting as the Contractor to perform the Work specified in the Contract for the Client on its behalf, at its own expense, at its own risk and under the terms and conditions set out in the Contract and these Terms and Conditions and to hand it over to the Client and the Client's obligation to accept the Work, to use it in accordance with the Contract and these Terms and Conditions and to pay HAVEN Tax & Accounting the Fee set out in the Contract or these Terms and Conditions for its performance.

   1.1. The subject matter of the Agreement is in particular:

      a. bookkeeping or tax records;

      b. management of the Customer's payroll and tax agenda, if the Customer has employees;

      c. ensuring the preparation of corporate and personal income tax statements, including annual financial statements;

      d. ensuring the preparation of tax statements and reports for value added tax, if the Customer is liable for this tax as a taxpayer or identified person for VAT;

      e. data processing and analytical activities as instructed by the Customer;

      f. participation in inspections by administrative authorities;

      g. economic, accounting consultancy and tax agenda as instructed by the Client, including representation before the tax administrator.

   1.2. The subject matter of the Tax Consultancy Agreement is the provision of tax consultancy in accordance with Act No. 523/1992 Coll., on tax consultancy and the Chamber of Tax Advisors of the Czech Republic and the following.

2. The Parties agree that the Work:

   2.1. will have the characteristics according to the Contract and these Terms and Conditions,

   2.2. will conform to the usual standards.

## V. CONCLUSION OF THE CONTRACT

1. The contract is concluded

   1.1. the signing of the Contract by both Parties;

   1.2. acceptance of the Customer's order by HAVEN Tax & Accounting;

   1.3. the actual commencement of performance by HAVEN Tax & Accounting on the basis of the Customer's order, unless the Customer has cancelled the order in writing or by e-mail prior to



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the commencement of performance by HAVEN Tax & Accounting, whereby the date of delivery of the cancellation of the order to HAVEN Tax & Accounting is decisive.

2. The order can be made:

   2.1. in documentary form;

   2.2. electronically by e-mail or via the Customer's helpdesk;

   2.3. verbally or by telephone, on the understanding that the data given in the order shall be deemed to be the same as the data given in the acceptance by HAVEN Tax & Accounting, unless the Parties agree otherwise.

3. Acceptance of HAVEN Tax & Accounting's proposal to carry out the Work at the specified price by way of an advertisement is not an offer within the meaning of the Civil Code and the conclusion of the Contract requires confirmation by HAVEN Tax & Accounting in paper form or by e-mail.

4. Acceptance of the Customer's order by HAVEN Tax & Accounting with an amendment or deviation that does not substantially change the terms of the order constitutes acceptance of the offer to conclude the Contract within the meaning of the CC, unless the Customer rejects such acceptance without undue delay, but no later than within 3 working days.

5. Oral or written agreements made prior to the conclusion of the Contract by both Parties and concerning the subject matter of a later Contract, except for an order under these Terms and Conditions, shall not be binding on the Parties.

6. The contract or order together with its acceptance must contain at least:

   6.1. specification of the subject of the Contract;

   6.2. the date and manner of delivery of the agreed performance under the Contract;

   where appropriate, a reference to the calculations, budgets or other documents containing this information.

7. The contract is not a fixed transaction according to § 1980 CC.

## VI. HANDOVER AND ACCEPTANCE OF PERFORMANCE UNDER THE CONTRACT

1. HAVEN Tax & Accounting undertakes to provide the Client with the Work in a proper and timely manner. The Client agrees to accept the Work in accordance with the terms and conditions set out in the Contract or these Terms and Conditions and to pay the Contract Fee for the Work. HAVEN Tax & Accounting shall be entitled to deliver the Work to the Client even before the date agreed in the Contract.

2. If the Client is in delay with the deadline for the Submission of documents, the deadline for completion of the Work shall be postponed by the period of delay of the Client, but not less than 5 working days.

3. Acceptance of the Work shall be confirmed by the Client in writing (in paper form or by e-mail). The written acknowledgement of acceptance shall specify any defects in the Work. The Customer shall not be entitled to refuse acceptance of the Work on the grounds of defects. In the event that the Client does not confirm the handover and acceptance of the Work in writing, the Work shall be deemed to have been handed over without defects at the time of Handover.

4. The manner of delivery of the Work shall either be expressly agreed upon by the Parties in advance or HAVEN Tax & Accounting shall deliver the Work in the manner and form of its choice.

5. HAVEN Tax & Accounting will invite the Client to confirm the acceptance of the Work, or to take



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over the Work itself if it requires the Client's cooperation, upon completion. If the Client fails to accept the Work within 15 days after the receipt of the invitation by HAVEN Tax & Accounting, it shall be deemed to have been accepted without defects.

6. If the Contract does not expressly provide for the date and method of delivery of the Work, HAVEN Tax & Accounting shall set such date at its discretion so as to meet the deadlines set by applicable law.
7. In the case of accounting documents not prepared by HAVEN Tax & Accounting, they must be prepared in accordance with the accounting standards applicable in the Czech Republic.
8. In order to process the accounting, the Client is obliged to submit all documents and information to HAVEN Tax & Accounting no later than:
   a. 17th day of the following calendar month in case of tax documents issued by the Customer;
   b. 3 days of the following month in the case of documents required for payroll processing;
   c. 3 days from the start of the employment relationship in the case of a new employee.
9. If the above documents are not submitted for processing within the above deadlines, they will be included in the accounts of the following calendar month.
10. In extraordinary cases, a reduction of the deadline for processing the Work to 2 calendar days may be agreed, with the Client paying a surcharge of 10% to the Fee if the work is performed on a working day, or 30% if the work is performed on a rest day, a public holiday or a public holiday.
11. The Customer is also obliged to use electronic means for the transmission of documents in accordance with the Contract.
12. HAVEN Tax & Accounting shall deliver the Work to the Client on the following dates, unless otherwise agreed:
    a. closing reports within the deadlines set by applicable law;
    b. basic reports providing an interim overview of the economic result and the state of the assets on a monthly basis within 5 working days of the submission of the last document required for processing after the submission of the first regular VAT return after the close of the previous month;
    c. the output statements necessary for the inclusion of wages in the accounts and the documents necessary for the payment of wages to employees by the 10th day of the calendar month in which the wages are to be paid.
13. HAVEN Tax & Accounting will submit the processed tax returns to the Client for approval and then send them in electronic form to the relevant tax administrator.

## VII. EXTRA WORK

1. The execution of Extra Works is only possible in the following cases:
   1.1. HAVEN Tax & Accounting shall perform work that is not included in the subject matter of the Contract and HAVEN Tax & Accounting has agreed with the Customer to perform such work (hereinafter referred to as "**Requested Extra Work**");
   1.2. during the execution of the Work, facts occur that were not known to the Parties at the time of the Contract and were neither caused nor foreseeable by HAVEN Tax & Accounting, and these facts have a demonstrable effect on the Fee (hereinafter referred to as "**Forced Extra Work**").



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(Requested Extra Work and Forced Extra Work are hereinafter collectively referred to as "**Extra Work**").

2. Each Requested Extra Work must be technically and price specified in the Requested Extra Work Inventory prior to actual performance and such Inventory must be approved or rejected by the Customer in writing or by email within 5 days of receipt.
3. Enforced extra work does not have to be approved by the Client. HAVEN Tax & Accounting shall be entitled to increase the agreed Fee at the moment when it submits to the Client an Inventory of Forced Extra Work in which the Forced Extra Work is technically and price-specified.
4. In the event that the amount of the Fee is changed due to More Work, HAVEN Tax & Accounting will evaluate the extra work to be performed in accordance with the Price List. If this is not possible, the prices of the works will be determined according to the usual prices of comparable works at the time and place in question.
5. When invoicing for Multiple Works, VAT determined in accordance with applicable law will be added to the amount agreed or determined in accordance with the Contract or these Terms and Conditions.
6. In case of execution of Multiple Works, the time limit set for completion of the Work, or parts of the Work, shall be extended by the time during which the Multiple Works were executed.

## VIII. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. HAVEN Tax & Accounting is obliged to carry out the Work independently, at its own expense, in a professional manner, under the terms and conditions set out in the Contract, these Terms and Conditions and applicable law. HAVEN Tax & Accounting may use collaborators and third parties (subcontractors) to provide its services. In the event that the Work or part thereof is performed by subcontractors, HAVEN Tax & Accounting shall be liable as if it were performing the Work itself.
2. The Customer shall provide HAVEN Tax & Accounting with all necessary and proper cooperation necessary or appropriate to fulfil HAVEN Tax & Accounting's obligations under the Contract in a timely manner, in particular supporting documents and all relevant information relating to the fulfilment of HAVEN Tax & Accounting's obligations under the Contract. The Customer shall provide information and supporting documents to HAVEN Tax & Accounting in electronic form or in writing. The Customer shall be responsible for the completeness, accuracy and timeliness of the submitted documents and shall also be responsible for avoiding duplication of the submitted documents.
3. In the event that HAVEN Tax & Accounting discovers defects in the submitted documents or instructions, it is obliged to notify the Client without undue delay. If HAVEN Tax & Accounting, assuming professional care, considers that the submitted documents are not suitable for the proper and timely execution of the Work, it shall suspend the execution of the Work to the extent necessary and shall immediately notify the Client in writing of their unsuitability.
4. In the event that the Client does not provide HAVEN Tax & Accounting with proper cooperation, in particular during the Handover of the documents for more than 20 working days, HAVEN Tax & Accounting shall be entitled to suspend the work on the Work and to charge the Client for the existing work. The right to compensation and the right to withdraw from the Contract are not affected.

## IX. DATA PROTECTION

1. Based on the Agreement, HAVEN Tax & Accounting is the processor of the personal data submitted



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by the Customer within the meaning of applicable laws, in particular Regulation (EU) 2016/679 (GDPR) as amended (hereinafter referred to as the "**Regulation**").

2. By signing the Contract, the Customer declares that the personal data provided to HAVEN Tax & Accounting for the purpose of the Contract are complete and correct.
3. HAVEN Tax & Accounting as a processor processes personal data only on the basis of documented instructions from the Customer (including the transfer of data to third countries and international organizations). The only exceptions to this are cases where certain obligations are directly imposed on the processor by law.
4. HAVEN Tax & Accounting shall not be liable for any violation of the applicable legal regulations in relation to personal data that has occurred on the part of the Customer, nor for the Customer's performance of its obligations as a personal data controller under the applicable legal regulations. In the event that the Customer's instruction as a data controller is, in the opinion of HAVEN Tax & Accounting, contrary to applicable data protection legislation, HAVEN Tax & Accounting shall be entitled to refuse to comply with such instruction and shall inform the Customer thereof.
5. HAVEN Tax & Accounting will ensure that the persons authorised to process personal data are bound by an obligation of confidentiality or are subject to a legal obligation of confidentiality.
6. HAVEN Tax & Accounting is entitled to pass on the personal data provided to third parties for the purpose of performance of the Contract at its own discretion, and undertakes to ensure compliance with the applicable legal regulations and confidentiality to the same extent as it is obliged to do under the Contract.
7. HAVEN Tax & Accounting shall take all the security, technical, organisational and other measures required by Article 32 of the Regulation, taking into account the state of the art, the cost of implementation, the nature of the processing, the scope of the processing, the context of the processing and the purposes of the processing, as well as the differently likely and differently serious risks to the rights and freedoms of natural persons.
8. HAVEN Tax & Accounting will assist the Customer without undue delay in fulfilling the obligations of the controller, in particular the obligation to respond to requests for the exercise of data subjects' rights, the obligation to report personal data breaches to the supervisory authority pursuant to Article 33 of the Regulation, the obligation to report personal data breaches to the data subject pursuant to Article 33 of the Regulation, the obligation to report personal data breaches to the supervisory authority pursuant to Article 33 of the Regulation. 34 of the Regulation, the obligation to assess the impact on the protection of personal data pursuant to Article 35 of the Regulation and the obligation to carry out prior consultation pursuant to Article 36 of the Regulation, and that for this purpose HAVEN Tax & Accounting shall ensure or adopt appropriate technical and organisational measures, of which it shall immediately inform the Customer
9. HAVEN Tax & Accounting shall provide the Client with all information necessary to demonstrate that the obligations imposed on the administrator by law have been met
10. HAVEN Tax & Accounting will properly handle the processed personal data after the termination of the provision of services related to the processing of personal data according to the needs of the Customer.

## X. WITHDRAWAL FROM THE CONTRACT AND TERMINATION OF THE CONTRACT

1. Either Party shall be entitled to withdraw from the Contract due to a material breach of the Contract by the other Party. A material breach of the Contract means, in particular:



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1.1. delay of the Customer in payment of the price or the invoiced advance payment of the Fee for more than 14 calendar days;

1.2. delay of the Customer in providing assistance, in particular in supplying the necessary documents for the Performance under the Contract for more than 14 calendar days;

1.3. HAVEN Tax & Accounting has reasonable doubts about the Customer's fulfilment of its payment obligations, in particular delay in payment of previous invoices issued by HAVEN Tax & Accounting on the basis of another Contract.

2. Withdrawal from the Contract must be made in writing and delivered to the address of the other Party specified in the Contract or in the commercial register.

3. In the event of termination of the Contract prior to its performance, HAVEN Tax & Accounting shall be entitled to payment of the price of the Performance under the Contract in the amount of the proportionate part of the contract performed up to the moment of withdrawal from the Contract.

4. Either Party is entitled to terminate the Contract without giving any reason at the end of each calendar quarter, provided that the notice of termination has been delivered to the other Party at the address specified in the Contract, or by returning the mail sent to that address as undelivered, no later than on the last day of the first month of the calendar quarter in which the notice period is due to expire.

5. Upon completion of the Contract, HAVEN Tax & Accounting will provide the Client with the documents in accordance with the Schedule.

6. After the termination of the Agreement, HAVEN Tax & Accounting will process documents and accounting documents that are temporally related to the period prior to the date of termination of the Agreement, i.e.:

   a. documents received by the Customer as of the date prior to the termination of the Contract, which were received by the Customer after the termination of the Contract;

   b. documents issued with taxable supplies falling within the period prior to the termination of the Agreement;

   c. preparation of VAT returns for the last period before the termination of the Contract,

   d. financial statements, in the event that the Contract does not expire at the end of the Customer's financial year, these are extraordinary financial statements;

   e. If the Contract expires at the end of the Customer's financial year:

      - preparation of the road tax return;

      - filing income tax returns,

   if these services have been agreed in the Contract and if the Client submits these documents to HAVEN Tax & Accounting for processing within 30 days of the termination of the Contract.

7. At the Client's express written request, HAVEN Tax & Accounting shall hand over the accounting documents as at the date of termination of the Contract without performing the aforementioned activities.

8. Within 10 working days from the date of termination of the Contract or from the expiration of the above-mentioned deadline for the submission of documents for processing after the termination of the Contract under these Terms and Conditions, HAVEN Tax & Accounting shall exclusively submit the following documents to the Client, unless the Parties have agreed otherwise:

   - accounting schedule;



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- accounting journal;
- list of outstanding receivables (the list will include: name of the customer, date of issue, due date, amount to be paid in CZK, for foreign invoices also the amount in the currency of the document);
- a list of outstanding advance invoices or tax documents issued in respect of the advance;
- a list of outstanding advance invoices received or advance tax documents;
- a list of outstanding payables (the list will include: name of the supplier, date of issue, due date, amount to be paid in CZK, for foreign invoices also the amount in the currency of the document);
- a list of receipts and issued credit notes not included in the VAT return for previous periods (e.g. due to receipt in the following month, failure to acknowledge receipt of a correcting tax document);
- capital and small assets cards after accounting depreciation for the last month of cooperation;
- financial statements in accordance with Section 18 of Act No. 563/1991 Coll. on Accounting,

if the processing of these documents has been agreed in the Contract. All of the above documents will be transmitted electronically in PDF format. The Customer undertakes to acknowledge receipt in writing, otherwise they shall be deemed to have been transmitted on the 3rd day after they are sent by HAVEN Tax & Accounting to the Customer's e-mail address specified in the Contract.

9. HAVEN Tax & Accounting will process the payroll for the last calendar month of the Contract according to the deadline set for payroll and send payroll slips as previously agreed.

10. HAVEN Tax & Accounting shall, within 10 working days from the date of termination of the Contract or from the expiration of the aforementioned deadline for the submission of documents for processing after termination of the Contract in accordance with these Terms and Conditions, submit the payroll outputs for the last calendar month prior to the termination of the Contract for reimbursement to the designated responsible person (net wages, insurance deductions, withholdings for executions, deductions for PP, RU, withholding and advance tax, statutory employer's liability insurance).

    10.1. Documents submitted electronically in PDF format:

    - Pension and sickness insurance statements for the last 12 months;
    - payroll;
    - leave entitlement reports to terminate cooperation;
    - averages of wages for PPU (determination of the rate for compensation);
    - accounting for advance and withholding taxes from previous years;
    - annual tax settlement for employees;

    10.2. Documents submitted in documentary form:

    - personnel files of active and terminated staff;
    - ELDP for all employees.



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## XI. APPLICATION OF DEFECTS

1. The Client shall be obliged to arrange or carry out an inspection of the Work immediately after its handover, but no later than within 5 working days, and to claim such defects in the confirmation of acceptance of the Performance under the Contract in accordance with these Terms and Conditions. Otherwise, the Customer shall not be entitled to claim for defects.
2. HAVEN Tax & Accounting shall not be liable for defects caused by the use of the Work contrary to the purpose for which it was intended and for defects that are due to circumstances that could not have been avoided.
3. HAVEN Tax & Accounting undertakes to remedy the defects claimed within a reasonable time, taking into account the complexity of the work required.

## XII. REMUNERATION AND PAYMENT TERMS

1. The remuneration is agreed in the Contract. In the event that the Contract does not contain the determination of the Fee or the method of its determination, or if the arrangement in the Contract is not sufficiently specific or does not include all agreed activities, the Parties agree to determine the Fee according to the Price List, which is an annex to these Terms and Conditions. VAT shall be added to the Fee in the amount specified by applicable law.
2. Reward does not include:

   2.1. reimbursement of administrative and other fees;

   2.2. other duly proven out-of-pocket expenses related to the performance of the obligations under the Contract, including travel expenses outside the HAVEN Tax & Accounting headquarters in the amount of CZK 10 per km,

   with the prior approval of the Customer, without such approval in the case of urgent actions, if the failure to perform such actions would result in damage to the Customer.
3. If the Customer is in default in the payment of any financial performance to HAVEN Tax & Accounting, HAVEN Tax & Accounting shall be entitled to suspend all activities under the Contract, including the delivery of the Contract Performance. HAVEN Tax & Accounting shall be entitled to demand a reasonable advance on the Fee.
4. The Fee shall be paid by the Client on the basis of an invoice that meets the requirements of a tax document according to the applicable legislation, with the due date according to this invoice to the bank account of HAVEN Tax & Accounting or in cash, unless otherwise specified in the Agreement (hereinafter referred to as the "**Invoice**"). HAVEN Tax & Accounting shall be entitled to issue an Invoice whenever the end of a calendar week, month, quarter, half-year, year or completion of the Work is reached.
5. The date of the taxable transaction is the date of delivery of the Work. The moment of payment of the Fee shall be the crediting of the entire invoiced amount to the bank account of HAVEN Tax & Accounting indicated on the Invoice or the payment in cash.
6. In the event of reworking of the completed Work caused by the Client, a surcharge of up to 50% of the originally agreed Fee will be charged to the Fee for the Performance under the Contract.
7. The amount of the remuneration may be adjusted annually as of 1 January according to the inflation growth index published by the Czech Statistical Office for the previous year. HAVEN Tax & Accounting shall notify the Client of the new amount of the Fee adjusted in accordance with this index by 15 February of the year in question, with the increased Fee being applicable retroactively



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with effect from 1 January. The new amount of the Fee will be paid by the Client in the next payment after the said notification. The additional amount equal to the difference, if any, between the original amount of the Fee and the increased Fee, which was not reflected in payments after 1 January, shall be paid by the Client with this first payment

## XIII. TRADE SECRETS

1. The Parties acknowledge that any facts stated in or connected with the Contract or these Terms and Conditions or information or know-how which comes to their knowledge in connection with the performance of their obligations under the Contract and which are not generally available, whether provided in written, oral or other form, shall be deemed, provided that it complies with the conditions set out in Section 540 of the Civil Code, to be a trade secret of the other Party, and if it does not comply with such conditions, then it shall be deemed confidential within the meaning of Section 1740 of the Civil Code hereinafter referred to as (hereinafter referred to as the "**Confidential Information**"), with all the legal consequences connected therewith and with the full legal protection which such information enjoys.
2. Confidential Information is provided by the Parties and may be used solely for the purpose of fulfilling the obligations under the Agreement and these Terms and Conditions and the Parties' mutual business cooperation in this context. It may be used for any other purpose only with the prior written consent of the other Party.
3. The parties are obliged to:

   3.1. to treat the Confidential Information in strict confidence, to protect it to the fullest extent possible, to refrain from disclosing, disclosing or using it for its own benefit or for the benefit of another entity, whether in a competitive position with the other Party or otherwise, both during and after the term of the Contract, and to keep it confidential unless it has the written consent of the other Party to disclose it;

   3.2. To use the Confidential Information only for the purpose specified in paragraph 2 of this Article of these Terms and Conditions, or for any other purpose with the prior written consent of the other Party.

## XIV. ACCOUNTABILITY

1. HAVEN Tax & Accounting shall not be liable for failure to perform any obligation if such failure is caused by an obstacle beyond its control which it could not reasonably have been expected to have foreseen at the time of entering into the Agreement or to have averted or overcome such obstacle or its consequences.
2. HAVEN Tax & Accounting shall not be liable for damage caused by the Work or its defects resulting from incorrect or late submission of documents by the Client, use of the Work by a person other than the Client or otherwise in violation of the Contract and these Terms and Conditions.
3. The failure of a Party to seek redress for a breach of an agreed obligation or to insist on strict performance of any obligation, representation or condition of these Terms and Conditions or the Contract shall not nevertheless mean that subsequent conduct (which would otherwise unquestionably constitute a breach of the Contract) shall not have all the force and effect of the initial breach. No such waiver shall be implied, but shall be effective only if expressed in writing for each such event, and the failure of a similar prior event to be waived by a Qualifying Party may not be relied upon by either Party in the future.



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4. HAVEN Tax & Accounting shall be responsible for the accuracy of the Work or any part thereof and its compliance with legal regulations on the date of its delivery, in relation to the documents and information provided by the Client and for the purpose of its use by the Client. HAVEN Tax & Accounting shall not be liable for any damages on the part of the Client arising from the use of the Work in breach of the Contract or from any change in the law after the date on which it was delivered. HAVEN Tax & Accounting shall also be liable for the accuracy of the Work under the Contract transmitted to the Client in the agreed manner or sent in electronic form from the contact e-mail address specified in the Contract.
5. HAVEN Tax & Accounting shall be liable for damage inadvertently caused to the Client up to a maximum of three times the amount of the Fee paid under the Contract. In the case of damage caused intentionally, this fact must be proven.

## XV. SUBMISSION

1. Should either Party intend to change the address for service or any contact person, it shall immediately notify the other Party in writing.
2. By signing the Agreement, the Parties agree that all notices, requests and communications regarding this Agreement shall be made to the other Party to this Agreement in writing.

## XVI. RULING RIGHT

1. The Parties agree that the provisions of this Agreement shall be governed by the law of the Czech Republic.
2. The parties hereby unconditionally and irrevocably:
   2.1. agrees to the exclusive jurisdiction of the Czech courts for all disputes between the Parties arising out of or in connection with this Agreement;
   2.2. agrees that in the event that any dispute arises between the Parties arising out of or in connection with this Agreement, such proceedings shall be brought exclusively in a Czech court of competent jurisdiction;
   2.3. agree and undertake not to challenge the jurisdiction of the Czech courts in the event of the commencement of proceedings in a dispute relating to the performance of rights and obligations under this Agreement.

## XVII. CONTRACTUAL CONTRACTS

1. In the event of the Client's delay in payment of the fee, the Client shall pay HAVEN Tax & Accounting a contractual penalty of 0.1% for each day of delay.
2. In the event that an employment contract or other contractual relationship between the Customer and an employee of HAVEN Tax & Accounting is concluded on the date of conclusion of the Agreement in violation of these Terms and Conditions, the Customer shall pay HAVEN Tax & Accounting a contractual penalty of CZK 10,000 for each such violation.
3. In the event of a breach of confidentiality, the Customer shall pay HAVEN Tax & Accounting a contractual penalty of CZK 100,000 for each such breach.
4. The due date for payment of contractual penalties under the Contract or these Terms and Conditions is 10 calendar days from the date of receipt of the invoice.



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5. The application of any contractual penalty under the Contract or these Terms and Conditions is without prejudice to HAVEN Tax & Accounting's right to claim damages from the Customer for breach of the obligation to which the contractual penalty relates.
6. The Parties declare that, taking into account the nature of the Performance under the Contract and its value, they consider the amounts of contractual penalties under this Article of these Terms and Conditions to be reasonable.

## XVIII. FINAL PROVISIONS

1. Any amendments or additions to the Contract must be in writing and signed by both Parties.
2. The following rights and obligations arising from these Terms and Conditions or the Contract shall apply without limitation in the event of termination or expiry of the contractual relationship for any reason:

   2.1. the right to payment of contractual penalties;

   2.2. claim for damages;

   2.3. duty of confidentiality;

   2.4. the choice of applicable law and jurisdiction; and

   2.5. provisions on service of process.
3. HAVEN Tax & Accounting is entitled to unilaterally change these Terms and Conditions. In the event of a change to these Terms and Conditions, HAVEN Tax & Accounting shall inform the Customer of such change in writing at least 10 days in advance and shall also send the Customer an updated version of these Terms and Conditions. If the Customer is not interested in continuing the contractual relationship according to the updated Terms and Conditions, it shall notify HAVEN Tax & Accounting of this fact at least 5 days before the effective date of the amended Terms and Conditions. The contractual relationship shall then terminate on the effective date of the updated Terms and Conditions.



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