

CONTRACT FOR ACCOUNTING AND PAYROLL PROCESSING

CONTRACTING PARTIES:

Provider: POREA s.r.o., Tuřanské nám. 35, 620 00 Brno
IČ: 07862571, DIČ: CZ07862571
(hereinafter referred to as "**the Provider**")

and
Client:
(hereinafter referred to as "**the Client** ")

I.

1.1. The Provider undertakes to keep the Client's ACCOUNTING in the scope of Article II in accordance with applicable laws and other legal regulations, in particular the Accounting Act and this Agreement.

1.2. The Client undertakes to pay the Provider a fee according to Article V for the accounting services performed under this Agreement.

II.

2.1. The scope of services is negotiated on:

- posting of delivered documents
- delivery of interim monthly results
- preparation of tax returns and reports to the relevant authorities within the statutory deadlines
- complete tax, accounting and payroll advisory services
- participation in negotiations or even direct representation of the Client in tax audits and negotiations with tax authorities.

2.2. The first period processed is

2.3. Items not listed herein or not provided by the Client in the documents are not subject to this Contract and may be addressed by an addendum to this Contract or by a one-time order.

2.4. The Provider is obliged to notify the Client in the area of accounting and payroll:

a) legislative changes that would have an impact or influence on the processed documents or future economic results of the Client,

b) that his/her documents or actions do not comply with the legislation of the Czech Republic.

In serious or repeated cases, the notice must be in writing /email is sufficient/.

2.5. The Provider is obliged to the Client in relation to the scope of services:

a) send by email: payment details /amount, account no., v.s. ss., ../ at least 3 working days before performance,

b) submit the registered and archived documents for the relevant calendar year by 30 April of the following year,

c) send written tax returns in pdf form on the same day as they are sent to the authorities; this also applies to serious correspondence with the authorities,

d) Once a month, submit to the Client the results for the previous period in a pre-agreed scope.

2.6. The Provider may not, by its actions, cause obligations to the Client beyond the scope of this Agreement. The Provider shall act as the person in charge of the accounting before third parties.

III.

3.1. The Client is obliged to submit to the Provider on an ongoing basis all accounting documents relating to its object of business not later than 14 calendar days after the end of the accounting period.

In the event of the expiry of the cut-off date by which the Client fails to submit the relevant accounting documents to the Provider, the Client shall be fully liable for any subsequent additional tax assessment and penalties.

3.2. The Client shall provide the Provider with all assistance in clarifying the purpose of the payments received and issued and the justification of individual accounting transactions with monetary and non-monetary funds, including tangible inventories. If the Client does not provide cooperation, The Provider is obliged to notify the Client of this in writing /email is sufficient/, otherwise the cooperation and obligations of the Client towards the Provider are deemed to be in order and satisfactory.

IV.

4.1. The Provider is obliged to properly, within the set deadlines and according to the applicable legislation, to account for all accounting documents submitted to it and submit the duly processed results of its work no later than the agreed or statutory deadlines.

4.2. The Provider is entitled to return to the Client accounting documents which, for formal deficiencies or other defects in terms of their evidence and veracity cannot be properly accounted for. In case of return such questionable documents, the Provider is entitled to draw up an inventory of them as a handover report.

4.3. The Provider may not provide the data and information about the Client to third parties /exceptions are authorities with which it cooperates/, bears full responsibility for damage caused by breach of duty of confidentiality of the facts obtained and discovered by the Provider in the course of accounting for the Client.

4.4. Information and data provided to the authorities will be disclosed only as necessary and requested in accordance with applicable legislation.

4.5. All responsibility for proper accounting rests with the provider, provided that the conditions set out in paragraph III are complied with.

4.6. Due to non-performance or breach of obligations, misconduct, etc. on the part of the Provider or the Client, any compensation for damages on the part of the Provider or the Client shall not be denied.

4.7. As regards the use of the official data box, one of the following cooperation options will be used:

- a) the Client will operate the data box themselves and will send important messages concerning accounting and payroll processing to the Provider
- b) the Client provides the Provider with access to the data box and the Provider sends all messages from the data box relating to accounting to the authorities and also sends received messages to the client
- c) the Provider will send all messages from its data box on the basis of the power of attorney provided and the client will operate its own data box.

V.

5.1. The price is set at CZK 1,500 per month excluding VAT. This price includes the scope of services set out in clause II of this contract, but not more than 30 accounting documents per month. The price of CZK 35 per month, excluding VAT, will be charged for accounting documents exceeding the specified scope. The price of CZK 150 per month, excluding VAT, will be charged for the processing of one payroll. In the event of a long-term increase in the number of documents, the price will be increased by mutual agreement.

5.2. The invoice will be issued by the Provider once a month with a due date of 14 days after the activity has been carried out.

5.3. In the event of late payment of the invoiced amount, the Provider has the right to impose a contractual penalty of 0.1% of the invoiced amount per day.

5.4. In addition, if the Client is more than 30 days in arrears with payment, the Provider has the right to suspend further work and not deliver the processed accounting results.

VI.

6.1. The Provider declares that it is professionally and capably capable of fulfilling this contract and the Client declares that it has dedicated funds for the activities of the Provider.

6.2. The Contract may be terminated in writing without giving any reason with one month's notice. Should the cooperation be terminated, the Provider will terminate the Contract as if it were a full calendar year /so-called extraordinary closing date/ at the end of the last month of the notice period.

6.3. This Contract is executed in two counterparts, one of which each party shall receive. This Contract may be amended only by numbered amendments signed by all parties.

6.4. The Contract shall become effective upon signature by all parties. All parties declare that they have read and understood the Contract and that the text of the contract corresponds to their true and free will. In witness whereof they affix their signatures.

In Brno on

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Provider

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Client