

Dear Client,

Thank you for choosing RT Tax to refund your income taxes from Austria!
Getting your Tax Refund was never easier! **Simply follow these steps:**

PRINT all the pages of this file

FILL IN the Registration Form

SIGN at "X" marks

COLLECT documents listed below:

- Copy of **your passport or identity card**;
- Your **Jahreslohnzettel** form from each of your employers or **Lohnzettel**, an annual statement summary (The **Jahreslohnzettel** is an official government form that you get from your employer at the end of each tax year. It outlines your earnings and the amount of tax you paid);
- Form **E9-Bescheinigung EU/EWR** issued by the State Tax Inspectorate. It is a document which presents your income received in your home country. If you are married, you need to submit a certificate of earnings of your spouse;
- **Documents of registration and cancellation of residency** in Austria (if you have them);
- **Rent agreement (Mietvertrag)** (if you have it);
- Documents evidencing **rent expenses** not reimbursed by your employer(s) (if you have them).

IMPORTANT: If you don't have some of these documents – No Problem! Submit your documents anyway! We will collect them for you!

SUBMIT ALL THE DOCUMENTS TO RT TAX!

- Mail to RT Tax office (please make copies for yourself):

RT Tax
Ožėškienė g. 15
LT-44254 Kaunas, Lithuania

RELAX! YOUR JOB IS DONE! WE WILL DO THE REST!

After you send/submit all the required documents to RT Tax representative, you will get an e-mail informing about your refundable amount. (If you don't receive such an e-mail, please contact us at info@rttax.com, tel. +370 37 755211)

Later all your documents will be analyzed by RT Tax specialists and your tax refund declaration will be sent to Tax Authorities. (If you did not submit all the required documents we will have to trace them first).

After your tax refund is received, RT Tax will send you an e-mail informing that your money has been transferred to your bank account.

IMPORTANT! In some cases Tax Authorities might send the tax repayment cheque directly to your home address or your foreign bank account. If this happens you must inform us about that by calling: +370 37 755211 or e-mailing at: info@rttax.com and pay service fees, which are stated on the service agreement.

Tax Refund PERIOD:

Tax refund procedure in Austria starts after the end of financial year, January 1st.

The refund period normally lasts 120 to 180 days from the date the documents reach RT Tax processing office.

NOTE: Under different circumstances the refund period may take longer or shorter time. This depends on Tax Authorities.

Service FEES:

RT Tax does not have any upfront or hidden fees. This means that the commission is charged only when the refund is received.

For Austrian tax refunds our minimum fee is 79 EUR or we charge 16 % from the refunded amount.

If you require the collection of the missing Jahreslohnzettel the additional fee of 20 EUR will apply.

USE ENGLISH LETTERS PLEASE!

First (Given) Name: _____

Middle Name: _____

Surname (Last Name): _____

Date of Birth: ____ / ____ / ____ d Tel./Mob.: _____

E-mail: _____

Your address in your home country: _____

Your address during employment in Austria: _____

Have you deregistered from this address? Yes ☐ No ☐

For what year do you want to claim your TAX Refund with RT Tax? _____

Do you have ID and password for **finanzonline.at**? Yes ☐ No ☐

Arrival date at Austria: 20__ / __m / __d Departure date from Austria: 20__ / __m / __d

Marital status: Single ☐ Married ☐ (marriage date ____ / __m / __d)
Divorced ☐ (divorce date ____ / __m / __d) Widowed ☐ (widowed since ____ / __m / __d)

If you are married, spouse's name, surname and date of birth _____ / ____ / ____

In the year of employment in Austria did you have any income from outside Austria? Yes ☐ No ☐

If yes, indicate the income amount and currency: _____

Did you apply for this TAX Refund earlier at another company or by yourself before? Yes ☐ No ☐

If "Yes" indicate where and when: _____

If you have children under 18, their names, surnames and dates of birth:

1. _____ 3. _____

2. _____ 4. _____

Commuting costs in Austria that were not covered by employer

Workplace address in Austria in the year for which you apply: _____

Residence address in Austria during the year for which you apply: _____

How many times per month you went from a place of residence to your workplace (one way)? _____

RT Tax notes:	Client notes:
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By signing this form I declare that all the information,
supplied by me on this form is correct and complete.

Signature: **X** _____
Date: _____



Employment Information

Registration Form - Tax Refund from Austria

How many employers did you have? _____

You must list ALL EMPLOYERS.

Failure to do so may cause problems to get your TAX Refund.

1. Company:

Address: _____

Occupation: _____

Tel./Fax: _____

E-mail: _____

Worked **from:** ____y / ____m / ____d **till** ____y / ____m / ____d

Have you received Jahreslohnzettel? Yes ☐ No ☐

2. Company:

Address: _____

Occupation: _____

Tel./Fax: _____

E-mail: _____

Worked **from:** ____y / ____m / ____d **till** ____y / ____m / ____d

Have you received Jahreslohnzettel? Yes ☐ No ☐

3. Company:

Address: _____

Occupation: _____

Tel./Fax: _____

E-mail: _____

Worked **from:** ____y / ____m / ____d **till** ____y / ____m / ____d

Have you received Jahreslohnzettel? Yes ☐ No ☐

4. Company:

Address: _____

Occupation: _____

Tel./Fax: _____

E-mail: _____

Worked **from:** ____y / ____m / ____d **till** ____y / ____m / ____d

Have you received Jahreslohnzettel? Yes ☐ No ☐

Have you received unemployment benefit, sickness or other benefits?

Yes ☐ No ☐

If "Yes", please add the proof.

By signing this form I declare that all the information,
supplied by me on this form is correct and complete.

Signature: **X** _____

Date: _____

AGREEMENT FOR MONEY COLLECTION AND REMITTANCE SERVICE

PERSONAL DETAILS

E-mail	<input type="text"/>	Tel.	<input type="text"/>
Name	<input type="text"/>	Surname	<input type="text"/>
Date of birth	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> - <input type="text" value="M"/> <input type="text" value="M"/> - <input type="text" value="D"/> <input type="text" value="D"/>	Citizenship	<input type="text"/>

YOUR RESIDENTIAL ADDRESS

Street	<input type="text"/>	House	<input type="text"/>	APT	<input type="text"/>
City	<input type="text"/>	Country	<input type="text"/>		

BANK ACCOUNT DETAILS WHERE WE SHOULD TRANSFER YOUR COLLECTED FUNDS

Account no	<input type="text"/>		
Bank name	<input type="text"/>	Account holders name	<input type="text"/>
Currency	<input type="text" value="EUR"/>	Surname	<input type="text"/>

Note: If this is not your personal bank account, please provide date of birth of that person. - -

INFORMATION ABOUT THE CUSTOMER'S ACTIVITIES AND SOURCES OF FUNDS

Status	<input type="text" value="Student"/>	<input type="text" value="Employee"/>	<input type="text" value="Self-employed"/>	<input type="text" value="Other"/>
Source of funds	<input type="text" value="INCOME TAX REFUND FROM ABROAD"/>		Transaction	<input type="text" value="INCOME TAX REFUND COLLECTION AND REMITTANCE"/>
I confirm that I am the beneficiary of the funds:		Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>

INFORMATION ABOUT POLITICALLY EXPOSED PERSONS

Are you, your close family member or close assistants (or have been in the last 12 months) politically exposed persons?

Yes ☐ No ☐

If YES, please indicate the name, surname, country, institution, position, year and relationship with the politically exposed person (if it is not you):

TERMS OF THE AGREEMENT

Hereby we declare that the funds received on your behalf to TT Express UAB bank account shall be transferred to your named personal bank account as provided above here. When you confirm this Agreement, you agree to terms and conditions: <https://www.ttexpress.eu/en/general-terms-and-conditions>
Once an agreement has been concluded, any inflows of money to our designated account for your benefit shall constitute final confirmation of the agreement and irreversible authorization to execute the currency exchange and/or money remittance.
We are TT Express UAB an authorized Electronic Money Institution (License no 90 https://www.lb.lt/en/licences-1/view_license?id=2094).
You can contact us in writing by email at verification@ttexpress.eu

YOUR SPECIAL INSTRUCTIONS REGARDING DEDUCTIONS & REMITTANCES OF OTHER SERVICE PROVIDER FEES:

By confirming this, you instruct us to inform Unitrust Finance Inc, dba RT Tax - business that provides you income tax refund services and represents you during the process of the personal income tax recovery from the foreign tax authorities according the service agreement you signed with RT Tax and their authorized representatives via API exchange, email or other manner of all amounts we receive on your behalf.

You also instruct us that tax preparation fees or other applicable service fees according to your agreement with RT Tax, should be deducted by us and transferred to RT Tax. The deductible fees will be provided by RT Tax to us via API exchange, email, or any other manner.

Any questions, disputes related to fees and charges related to income tax refund or related services should be discussed and resolved directly with RT Tax.

I confirm that all the above information is complete and correct.

The provision of incorrect information is subject to liability in accordance with the procedure established by legal acts.

I undertake to immediately notify the Company in writing of any significant changes in the specified information.

Date:

Signature: ☒

Ich _____ ,
geb. _____ , erteile hiermit dem „A & Z Group, UAB“, Ozeskienes g. 15, Kaunas, LT44254, Litauen die Vollmacht meine Einkommensteuererklärung und meinen Antrag auf Versicherungserstattung zu bearbeiten.

Ich bevollmächtige „A & Z Group, UAB“, Ozeskienes g. 15, Kaunas, LT44254, Litauen die erforderlichen Formularen, Informationen und Unterlagen in meinem Namen zu empfangen und bearbeiten.

Ich erteile die Vollmacht für „A & Z Group, UAB“, Ozeskienes g. 15, Kaunas, LT44254, Litauen alle Schriftstücke bezüglich meine Einkommensteuererklärung, welche das Finanzamt mir zu übermitteln hat, in meinem Namen zu empfangen.

I grant full rights to „A & Z Group, UAB“, Ozeskienes g. 15, Kaunas, LT44254, Lithuania to act as my representative body in liaising with Austrian tax authorities to deal with my income tax return applications for all tax years, that I have been employed in Austria.

Herewith I state my will that the needed documentation, information and forms should be sent to the office of „A & Z Group, UAB“, Ozeskienes g. 15, Kaunas, LT44254, Lithuania.

Herewith I grant full rights to „A & Z Group, UAB“, Ozeskienes g. 15, Kaunas, LT44254, Lithuania to act as a representative body in liaising with Austrian tax authorities in order to receive all needed tax forms and documents in my name.

Date (Datum): _____, 20 ____ .

Signature (Unterschrift): **X** _____

GELDEMPFANGSVOLLMACHT

Hiermit ermächtige ich,

Vorname: _____

Nachname: _____

Adresse: _____

UAB TT EXPRESS, für mich Steuererstattung für das Verlagungsjahr _____ in
Empfang zunehmen.

Ich teile folgende Bankverbindung für Steuererstattung mit:

IBAN: DE82700202700015421471

BIC: HYVEDEMMIBO

BANK: UNICREDIT BANK AG, MÜNCHEN

Kontoinhaber: UAB TT EXPRESS

Datum

X _____
Unterschrift



E 9-1

Bescheinigung EU/EWR / Certificate and Declaration EU/EEA

der ausländischen Steuerbehörde zur Einkommensteuererklärung für Staatsangehörige von Mitgliedstaaten der Europäischen Union (EU) und des Europäischen Wirtschaftsraums (EWR) /

Of the Foreign Tax Authority Concerning the Income Tax Declaration for Citizens of Member States of the European Union (EU) and the European Economic Area (EEA)

Jahr / Year

Angaben zur Person / Personal Information

Name / Name		Vorname / First name
Geburtsdatum (TTMMJJJJ) / Date of birth (DDMMYYYY)	Staatsangehörigkeit / Citizenship	Ansässigkeitsstaat / Country of residence
Postleitzahl, Wohnort / ZIP/Postal code, City		Straße, Hausnummer / Street, House number

Einkünfte, die im Ansässigkeitsstaat der Besteuerung unterliegen / Income Subject to Taxation in the Country of Residence

(z.B. aus Gewerbebetrieb, Kapitalvermögen, Vermietung u. Verpachtung) /
(E.g. from business, capital income, leasing and rentals)

Art der Einkünfte / Type of income	Betrag/Währung / Amount/currency
Summe (1) / Sum (1)	

Unterschrift / Signature

Ich versichere, dass ich die vorstehenden Angaben wahrheitsgemäß nach bestem Wissen und Gewissen gemacht habe.
*I declare that the information provided by me is **correct** and **complete** and has been made to the best of my knowledge.*

Datum, Unterschrift / Date, Signature

Bestätigung der ausländischen Steuerbehörde / Declaration of the Foreign Tax Authority

Name und Anschrift der ausländischen Steuerbehörde / Name and address of foreign tax authority
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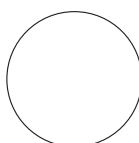
Es wird hiermit bestätigt, / This is to confirm the following:

1. dass die genannte steuerpflichtige Person im Jahr _____ ihren Wohnsitz in unserem Staat hatte. /
1. The named person subject to taxes resided in our country in _____
2. dass nichts bekannt ist, was zu den vorstehenden Angaben über die persönlichen Verhältnisse und über die Einkommensverhältnisse in Widerspruch steht. /
2. Nothing is known to the contrary about the personal situation and the income situation of the person named above.

www.bmf.gv.at



Ort, Datum / Place, Date



Dienststempel, Unterschrift / Official stamp, Signature

1. Ausfertigung für das österreichische Finanzamt / 1. Copy for Austrian Finance Office



E 9-3

Bescheinigung EU/EWR / Certificate and Declaration EU/EEA

der ausländischen Steuerbehörde zur Einkommensteuererklärung für Staatsangehörige von Mitgliedstaaten der Europäischen Union (EU) und des Europäischen Wirtschaftsraums (EWR) /

Of the Foreign Tax Authority Concerning the Income Tax Declaration for Citizens of Member States of the European Union (EU) and the European Economic Area (EEA)

Jahr / Year

Angaben zur Person / Personal Information

Name / Name		Vorname / First name
Geburtsdatum (TTMMJJJJ) / Date of birth (DDMMYYYY)	Staatsangehörigkeit / Citizenship	Ansässigkeitsstaat / Country of residence
Postleitzahl, Wohnort / ZIP/Postal code, City		Straße, Hausnummer / Street, House number

Einkünfte, die im Ansässigkeitsstaat der Besteuerung unterliegen / Income Subject to Taxation in the Country of Residence

(z.B. aus Gewerbebetrieb, Kapitalvermögen, Vermietung u. Verpachtung) /
(E.g. from business, capital income, leasing and rentals)

Art der Einkünfte / Type of income	Betrag/Währung / Amount/currency
Summe (1) / Sum (1)	

Unterschrift / Signature

Ich versichere, dass ich die vorstehenden Angaben wahrheitsgemäß nach bestem Wissen und Gewissen gemacht habe.
*I declare that the information provided by me is **correct** and **complete** and has been made to the best of my knowledge.*

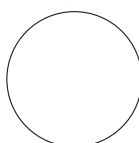
Datum, Unterschrift / Date, Signature

Bestätigung der ausländischen Steuerbehörde / Declaration of the Foreign Tax Authority

Name und Anschrift der ausländischen Steuerbehörde / Name and address of foreign tax authority
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Es wird hiermit bestätigt, / *This is to confirm the following:*

1. dass die genannte steuerpflichtige Person im Jahr _____ ihren Wohnsitz in unserem Staat hatte. /
1. The named person subject to taxes resided in our country in _____
2. dass nichts bekannt ist, was zu den vorstehenden Angaben über die persönlichen Verhältnisse und über die Einkommensverhältnisse in Widerspruch steht. /
2. Nothing is known to the contrary about the personal situation and the income situation of the person named above.



Ort, Datum / Place, Date

Dienststempel, Unterschrift / Official stamp, Signature

2. Ausfertigung für die ausländische Steuerbehörde / 2. Copy for Foreign Tax Authority

- This Services Agreement (the “**Agreement**”) is executed by and between: Date:
 (1) Unitrust Finance, Inc (dba RT Tax), company code 70464217, address 1200 Iroquois Ave, Room 86, Naperville, IL 60563, USA represented by the person dully authorized under existing legislation (the “**Service Provider**”); and
- (2), date of birth (the “**Client**”).
 Hereinafter the Service Provider and the Client together are referred to as the “**Parties**” and each separately as the “**Party**”.
- RECITALS**
- (A) The Service Provider provides tax refund and related services and the Client wishes to recover the personal income tax paid due to work abroad or on other grounds, as well as other taxes.
- (B) The Parties wish to agree on the terms and conditions of tax refund.
- 1. Subject matter**
- 1.1. In accordance with the terms and conditions established in this Agreement and the General Terms and Conditions of Services (hereinafter - **T&C**), the Service Provider shall provide to the Client tax refund and related services, i.e. shall draw up the documents necessary for the refund of the taxes paid by the Client in the United Kingdom, Ireland, the Netherlands, Germany, Norway, Austria, Denmark or other jurisdiction and shall present them to the corresponding tax authorities or other competent institutions (the “**Services**”), and the Client shall accept and remunerate for such Services in accordance of the terms and conditions of this Agreement.
- 1.2. By signing this Agreement the Client authorises the Service Provider to prepare, sign and file tax returns and to receive all correspondence, including tax refund cheques, from tax authorities. Service Provider will as necessary disclose that he is acting as the nominee of the Client and all the actions are made in the name and on behalf of the Client.
- 1.3. The competent foreign institutions shall refund taxes by payment order or bank check drawn in the name of the Client. For the purpose of tax collection, the Client must conclude an agreement with the Service Provider's partner TT Express UAB, which holds an electronic money license and provides tax collection and transfer services. The taxes shall be returned to the account assigned to the Client by the partner TT Express UAB, from which, after deducting the service fees, the money shall be transferred to the Client's bank account. If Tax Refund Cheque is received, the Cheque shall be collected by the Service provider or TT Express UAB and the tax refund amount after deducting the service fees shall be transferred to the Client by TT Express UAB in accordance with the T&C.
- 1.4. The final amount of the taxes to be refunded shall be established by a competent institution of the foreign country. The amounts calculated by the Service Provider are for information purposes only and do not entitle the Client to claim the preliminarily calculated amount.
- 2. Terms of Provision of Services**
- 2.1. The Service Provider hereby undertakes:
- 2.1.1. to provide the Client information on the documents that the Client needs to submit to the Service Provider for the purposes of filing for the tax refund;
- 2.1.2. to collect, complete and sign all the required forms, requests and other related documents on behalf of the Client;
- 2.1.3. to submit the required documents to the respective tax authorities or other competent institutions responsible for tax refunds;
- 2.1.4. to inform the Client about the process of the tax refund and other related matters at the Client's request;
- 2.1.5. by itself or through a third party to organise the collection of the Tax Refund Cheque and (or) to instruct the tax authority to transfer the tax refund amount to the Service Provider and (or) the third person engaged by the Service Provider for payment collection services in accordance with the T&C for subsequent transfer of tax refund amount to the Client (excluded the Service Fee indicated in Clause 3.1 and 3.2).
- 2.2. The Client hereby undertakes:
- 2.2.1. to provide to the Service Provider complete, true and accurate information and documents (originals and copies) required for the completion of the tax refund. The Client is entitled to provide the information either by filling in paper forms provided by Services Provider or by filling in the online information form available at the Service Provider's internet site;
- 2.2.2. to fill in and sign any forms, agreements and other documents required for the completion of the tax refund and perform other obligations established in the T&C, which constitute an inseparable part of this Agreement;
- 2.2.3. to inform the Service Provider immediately and in all cases not later than within 5 (five) days, if the foreign tax or other authority transfers the refunded amount or a part thereof or sends the Tax Refund Cheque for the full refund amount or a part thereof directly to the Client;
- 2.2.4. to inform the Service provider immediately in the case during the validity term of this Agreement the Client concludes any agreement regarding the tax refund services with other service providers. In such case the Service provider is entitled unilaterally to terminate this Agreement.
- 2.2.5. to inform the Service Provider of the new employment or self-employment in a foreign country;
- 2.2.6. to inform the Service Provider of any changes in the Client's contact details or about any other changes that may have impact to the tax refund. The information can be updated on the internet site of the Service Provider or e-mailed;
- 2.2.7. to pay to Service Provider the Service Fee as set out in Section 3 hereof.
- 3. The Services Fees**
- 3.1. The fee for the Services (the “**Service Fee**”) for refunding taxes for each tax year shall be:
- 3.1.1. United Kingdom: the service fee shall be 14% from the refunded amount with a fixed minimum of GBP 79;
- 3.1.2. The Netherlands: the service fee shall be 16% from the refunded amount with a fixed minimum of EUR 79;
- 3.1.3. The Netherlands social security (Zorgtoeslag) refund: the service fee shall be 16% from the refunded amount with a fixed minimum of EUR 79;
- 3.1.4. Germany: the service fee shall be 16% from the refunded amount with a fixed minimum of EUR 79;
- 3.1.5. German Church fee refund: if the refund amount is between EUR 0-100, the service fee shall be 20 EUR; for 101 EUR and more, the service fee shall be 40 EUR;
- 3.1.6. German tax interest (Zinseng) if received separately from tax refund: if the amount is between EUR 0-100, the service fee shall be 20 EUR; for 101 EUR and more, the service fee shall be 40 EUR;
- 3.1.7. Austria: the service fee shall be 16% from the refunded amount, with a fixed minimum of EUR 79;
- 3.1.8. Denmark: the service fee shall be 14% from the refunded amount, with a fixed minimum of 590 DKK; For the service that has been carried out for Denmark holiday allowance refund (Feriepenge) in Denmark, Service Provider is entitled to commission fee 14% from the refunded amount, with a fixed minimum of 79 EUR;
- 3.1.9. Norway: the service fee shall be 16% from the refunded amount, with a fixed minimum of NOK 890 if refund is received in NOK currency or EUR 89 if refund is received in EUR;
- 3.1.10. Ireland: the service fee shall be 16% from the refunded amount with a fixed minimum of 79 EUR;
- 3.1.11. Ireland tax refund (Universal Social Charge (USC)): the service fee shall be 16% from the refunded amount with a fixed minimum of 79 EUR;
- 3.1.12. Belgium: the service fee shall be 16% from the refunded amount, with a fixed minimum of 79 EUR;
- 3.1.13. Sweden: the service fee shall be 16% from the refunded amount, with a fixed minimum of 890 SEK.
- 3.2. The additional fees:
- 3.2.1. For the retrieval of each lost or missing documents shall be for P-45/P-60 (United Kingdom) – GBP 20, Employment Detail Summary (Ireland) – EUR 20, Arsoppgave (Norway) – NOK 150, “Jaaropgaa” form (the Netherlands) – EUR 20, Lohnsteuerbescheinigung (Germany) – EUR 20, Oplysningseddell (Denmark) – DKK 150, Jahreslohnzettel or Lohnzettel (Austria) – EUR 20, Fiscale Fiche 281.10 (Belgium) – EUR 20, Inkomstadeklaration 1 (Sweden) – SEK 200;
- 3.2.2. The fee for the receipt of international money transfer or check cashing, money remittance and other bank services shall be 15 EUR if the tax refund service was provided from The Netherlands, Germany, Austria, Ireland or Denmark holiday allowance, 25 GBP if the tax refund service was provided from the United Kingdom, 120 DKK if the tax refund service was provided from Denmark, 130 NOK if the tax refund service was provided from Norway;
- 3.2.3. If Client provided incorrect or not full bank account information and the bank transfer was rejected and the money were returned there will be an additional charge of 20 EUR to repeat the bank transfer. Service Provider is not responsible for the fees charged by the bank for the money return;
- 3.2.4. The Client shall also compensate the fees and costs incurred by the Service Provider in the tax refund process that could not be foreseen at the moment of the execution of this Agreement as listed in the pricelist of the Service Provider and as indicated in the T&C.
- 3.2.5. If in the course of the tax refund process it turns out that the Client has already applied to another company for the same tax refund, the Client must pay the Service Provider the service fee provided in Paragraph 3.1.
- 3.3. The amount of the payable VAT (if applicable) shall be added to all amounts indicated in Sections 3.1-3.2 hereof. The fees established in Sections 3.1-3.2 may be changed by the Service Provider unilaterally and shall be applicable to any request of the Client to provide the Services submitted after the Client has received notice on the change of fees.
- 3.4. As stated in the 1 (first) section of this Agreement, the Service Fee shall be deducted from the amount received after the tax refund by the company TT Express UAB, prior to the transferring the remaining amount to the Client's account. If, by some reasons, the Client receives the tax refund transfer/cheque to his home address, he/she must inform about it Service Provider and pay the Service Fee (s) according to this Agreement. If the Client does not pay the Service Fee (s) in 10 (ten) days after receiving the invoice, he/she shall be obligated to pay late charges 0.2 percent per month on the unpaid balance of the invoice.
- 3.5. If during the process of filing the documents the Service Provider becomes aware that the Client is not entitled to the tax refund (i.e. there is a tax debt), the Service Provider will calculate and provide the Client with the amount of the tax debt and the Service Fee payable to the Service Provider. In such case, the Service Provider continues the filing of documents only after the Client agrees to proceed and pays to the Service Provider the calculated Service Fee.

4. Processing of personal data

- 4.1. Service provider, acting as a data controller, shall process Client's personal data for the purposes of: (i) proper performance of Service provider's obligations under this Agreement; (ii) necessary communication; (iii) protection of Service provider's rights and interests (in case of a claim or a debt collection); (iv) statistical analysis. Legal basis for processing personal data is respectively, (i) necessity to perform this Agreement and mandatory statutory requirements related to tax refund; (ii) legitimate interest – to provide good customer service; (iii) legitimate interest and (iv) legitimate interest - to improve our business.
- 4.2. The Client acknowledges that the Service provider is located in the USA, thus personal data shall be transferred from Client's country of residence to USA. For clarity, as the Service provider is located in USA, the data transfers of the Client are necessary for the conclusion and performance of this Agreement. The Service provider guarantees that it has signed agreements regarding safe and lawful processing of personal data with its EU partners and when necessary shall use legitimate safeguards and derogations where it is allowed by the applicable law.
- 4.3. The Client acknowledges that Service Provider shall engage third parties, data processors, for the purposes of proper performance of this Agreement. The list of currently used data processors can be found at <https://rttax.com/privacy-policy/> Privacy Policy.
- 4.4. Depending on a situation, the Client, as a data subject, shall have all or some of following rights: the right at any time to request the Service provider an access to the processed personal data, request for rectification or erasure of them, request for data portability or restriction of the processing of personal data, a right to object to the processing of personal data, the right to lodge a complaint with a supervisory authority.
- 4.5. The data related to the providing of tax refunding services is necessary. Therefore, if the Client does not submit the personal data specified in the online forms, performance of the Agreement shall become impossible.
- 4.6. The data shall be stored during the term of the agreement and 10 years after the termination of the Agreement (subject to the limitation period).
- 4.7. For a comprehensive information on how Service provider processes personal data, please refer to <https://rttax.com/privacy-policy/> Privacy Policy or can be provided in writing at your request.

5. Liability

- 5.1. In the case the Client terminates the Agreement due to any reason other than failure by the Service Provider to perform its obligations after the filing for the tax refund and (or) in the case established in Art. 2.2.3 hereof, the Client shall cover all expenses of the Service Provider incurred due to the provision of Services until termination of the Agreement, but not less than 50 % of the Service Fee under this Agreement.
- 5.2. The Service Provider shall not be liable for: the delays in refunding taxes if the delay is caused by the foreign tax or other competent institutions; the failure to refund taxes, for the tax liability or for any other negative consequences, which occurred due to false, inaccurate or incomplete information provided by the Client or due to Client's prior financial commitments to any foreign tax or other institutions; the negative consequences incurred by the Client due to the changes in the applicable laws, rules, regulations or procedures applicable for the tax refund; additional bank charges, if the bank needs to repeat the transfer because of the incorrect or not full information provided; and any fees charged by the Client's or intermediary bank.

6. Validity of the Agreement

- 6.1. The Agreement shall come into force the moment the Service provider receives the Agreement signed by the Client and shall be valid until the proper and full performance of the obligations of the Parties set in the Agreement. The Agreement may be terminated by the mutual agreement of the Parties, except in the cases established by law.
- 6.2. The Parties agree that the Agreement, at the Client's choice, can be signed in original form (on paper) or electronically. An Agreement concluded electronically shall have the same legal power as an agreement signed on paper. The Parties agree that the actions performed by the Client and the indication of information, which is confirmed by the Client's click on the "check box", other electronic signing, the submission of documents, information and personal data to the Service Provider shall be considered as the Client's original signature, whereas the documents and the Agreement signed by these actions are equivalent to a written Agreement and cause the same the same legal consequences as a document certified by the Client's signature.

7. Miscellaneous

- 7.1. The T&C (<https://rttax.com/terms-and-conditions/>) constitutes an integral part of this Agreement. By signing this Agreement, the Client confirms and guarantees to the Service provider, that the Client has carefully read these terms and conditions before accepting them and signing this Agreement.
- 7.2. This Agreement, all information, documents and correspondence related thereof shall be considered as strictly confidential, and shall not be disclosed to any third persons, except (i) as required by the applicable laws; (ii) the information became publicly available through no fault of or failure to act by the Party; and (iii) the disclosure of respective information is reasonably necessary for the fulfilment of the Party's obligations.
- 7.3. Service Provider has the right to assign its rights and obligations provided for in the Agreement to any third persons without a prior written consent of the other Party.
- 7.4. All additions, amendments and annexes to the Agreement shall be valid if they are executed in writing and signed by both Parties without prejudice to Sections 3.1-3.3 hereof and taking into account provisions indicated at point 6.2 of this Agreement on the legal power of the signature. This Agreement will be governed by and construed under the laws of the State of Illinois, United States of America. The disputes arising between the Parties regarding this Agreement or during the performance of this Agreement are settled by way of negotiations. In case of failure to come to an agreement, the disputes shall be finally settled by the competent courts of the State of Illinois, United States of America. All notices and other communication under this Agreement shall be in writing and shall be handed in person or sent by regular mail, e-mail or other means of electronic communication.

Client **X** _____ (signature)