



April 9, 2019

Mr. RNDr. Michael Prouza, Ph.D.
Institute of Physics CAS
Na Slovance 1999/2
182 21 Prague 8
Czech Republic

Re: Tax Services Engagement

Dear Sir:

Thank you for choosing **Schwartz Levitsky Feldman s.e.n.c.r.l./s.r.l./LLP** (« SLF ») to provide tax consulting services to **Institute of Physics CAS** ("Client"). The purpose of this letter is to set out the scope and terms of your engagement of SLF.

Services

SLF has been engaged to provide the following services to Client:

- Assistance in obtaining the tax numbers in Canada and Quebec, i.e. payroll and corporate income tax numbers.
- Preparation of monthly payroll summaries for one employee.
- Preparation of T4/RL-1 slips at year end for one employee.
- If applicable, preparation of the 2018 corporate tax returns (Canada and Quebec).

Scope of Tax Consulting Services

SLF will only be responsible to provide tax services with respect to the specific issue or transaction as described above. Client acknowledges and agrees that any tax services provided pursuant to this engagement will be based solely upon:

- a) The facts, circumstances, representations, information, and other documents submitted to SLF by Client, its personnel and any representatives thereof;

.../2



- b) The understanding that SLF will only be responsible to provide tax services with respect to the specific tax issue or transaction presented by Client, including the type of tax and the taxing jurisdiction specifically identified by Client (e.g., federal, foreign and provincial income taxes and sales taxes, excise taxes, etc.);
- c) Client's understanding and agreement that the ultimate responsibility, with respect to the appropriate application and interpretation of any oral or written communications, rests with management of Client; and
- d) SLF, as a result of providing such tax assistance, is under no obligation to represent Client with respect to any administrative or judicial challenge. SLF would generally be available to represent Client before the appropriate administrative tax authorities, under a separate engagement.

Fees

We estimate that our fees for these services will be as follows:

• Assistance in obtaining tax numbers (Canada and Quebec)	\$500
• Preparation of monthly payroll summaries (Canada and Quebec)	\$80/month
• Preparation of T4/RL-1 slips at year end	\$150
• If applicable, preparation of corporate tax returns (Canada and Quebec)	\$500

As you are aware, our fees are based on the amount of professional time required and our standard hourly rates, which vary depending upon the experience level of the professionals involved plus administrative expenses. In the course of providing the outlined services, we may identify additional issues, which may require us to discuss a change in our fee estimate with you. We will notify you as soon as possible if we are required to change our fee estimates with you.

Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. Payment is due 10 days after the invoice date. Work may be suspended if your account becomes 120 days or more overdue and will not be resumed until your account is paid in full.

The client agrees to pay SLF the monthly payroll remittances in advance such that SLF can pay the tax authorities on its behalf. Moreover, the client agrees to pay SLF a retainer of \$750 upon signing the engagement letter as an advance payment for the listed services.

Standard Billing Rates / Additional Services

To the extent that SLF is requested to perform services outside the scope of the engagement and where no separate engagement is required, our standard billing rates are charged as follows:

Partner	\$	400
Senior Manager	\$	310
Manager	\$	250
Staff	\$	140



Consent for Personal Information Collection, Use, and Disclosure

The privacy and security of the personal information you give us are important to us. We strive to ensure the strictest compliance with all applicable provincial and federal standards of protection and disclosure of personal information by any and all of our employees, agents, divisions and/or affiliates (hereinafter referred to collectively as SLF). We will not collect, use or disclose any of your personal information without your knowledge and consent, or as may be required by law.

By signing this engagement letter, you agree that SLF may collect, use and disclose personal information about you relevant to the purposes of this engagement. You also agree that SLF may collect and use personal information from you for the purposes of providing other services or informing you of other opportunities from time to time ("Other Matters"). Personal information that is not relevant to the purposes of this engagement or the Other Matters will not be disclosed to anyone for any reason without your further prior consent.

Standard Terms and Conditions

The attached Standard Terms and Conditions form part of our mutual agreement concerning this engagement.

Enclosed are two copies of this letter and the Standard Terms and Conditions signed by SLF. Please indicate your acceptance of this agreement by signing in the space provided below and returning one copy of this engagement letter to us and retaining the other copy for your files.

We trust that the foregoing is in accordance with your understanding. Should you have any questions, please call [REDACTED].

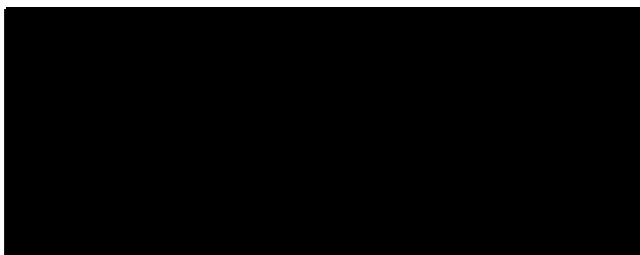
Yours very truly,

SCHWARTZ LEVITSKY FELDMAN S.E.N.C.R.L./s.r.l./LLP



RESPONSE:

This letter correctly sets forth the understanding of Institute of Physics CAS.





STANDARD TERMS AND CONDITIONS

The following standard terms and conditions apply to the engagement agreement between SLF LLP ("SLF") and you (the "Client") except as otherwise included in the engagement letter to which these terms and conditions are attached (the "engagement letter").

A. Gathering and Verification of Information. SLF will perform the services based on the information.

B. Client provides to SLF. SLF will rely on that information to be accurate and complete and SLF will neither verify the information nor perform any procedures designed to discover errors or other irregularities in the information, although SLF may ask Client to clarify or supplement such information. SLF will not independently verify financial statements or data submitted by Client to allow SLF to perform services, nor will SLF review furnished working papers for technical and mathematical accuracy. The engagement of SLF cannot be relied upon to uncover errors in the underlying information incorporated in Client's tax returns or other information, should any exist.

C. Review By Tax Authorities. SLF will use professional judgment in resolving questions affecting Client's affairs relating to the tax services to be provided by SLF. Unless Client instructs otherwise, SLF will take the position most favourable to Client whenever reasonable. All returns are subject to examination by taxation authorities. SLF's tax assistance may be audited and challenged by Canadian and other tax authorities, who may not agree with SLF's positions. In this regard, you understand that the result of any tax assistance is not binding on tax authorities or the courts and should never be considered a representation, warranty, or guarantee that the tax authorities or the courts will concur with SLF's advice or opinion. Any tax assistance provided by SLF will be based upon the law, regulations, cases, rulings, and other tax authorities in effect at the time-specific tax assistance is provided. If there are subsequent changes in or to the foregoing (for which SLF shall have no specific responsibility to advise Client), you acknowledge that such changes may result in the tax assistance provided by SLF being rendered invalid or necessitate (upon your request) a reconsideration of that prior tax assistance.

D. Cooperation. The Client shall cooperate with SLF in the performance by SLF of its services hereunder, including, without limitation, providing SLF with reasonable facilities and timely access to data, information and personnel of the Client. The Client shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to SLF for purposes of the performance by SLF of its services hereunder.

E. Payment of Invoices. Accounts will be rendered on a regular basis as the assignment progresses. All accounts shall be due and payable when rendered. Without limiting its rights or remedies, SLF LLP shall have the right to halt or terminate its services entirely if payment is not received within thirty (30) days of the invoice date. Interest shall be charged on accounts unpaid after thirty (30) days after the date of the bill. Interest shall be calculated and payable at the rate of 19.56% per annum (1.5% per month).



F. Taxes. All fees and other charges do not include any applicable federal, provincial or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. Any such taxes or duties shall be assumed and paid by the Client without deduction from the fees and charges hereunder.

G. Term. Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of SLF's services hereunder. This engagement may be terminated by either party at any time in writing to the other party by providing 30 days written notice to SLF. In the event of termination pursuant to this paragraph, Client agrees to compensate SLF under the terms of the engagement letter to which these terms are appended for services performed and expenses incurred through the effective date of termination, as well as for reasonable time and expenses incurred to bring our services to a close in a prompt and orderly manner. SLF has the right to terminate this engagement if the obligations of Client are not fulfilled. Before exercising this right, SLF will provide Client with 20 days notice to remedy such breach. If SLF exercises its right of termination, we will not be responsible for any loss, cost or expense resulting from such termination. Without limiting our rights or remedies, SLF has the right to suspend or terminate its services until payment is received on late invoices.

H. Third Parties and Internal Use. Except as otherwise agreed in writing, all services in connection with this engagement shall be solely for the Client's internal purposes and use, and this engagement does not create privacy between SLF and any person or party other than Client ("third party"). This engagement is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports, or other services of SLF. Client further agrees that the advice, opinions and reports issued by SLF shall not be distributed to any third party without the prior written consent of SLF. SLF agrees that such consent will ordinarily be granted provided that the Client makes a specific written request of SLF and the third party seeking such materials executes an acknowledgement of non-reliance and a release acceptable to SLF.

I. Confidentiality. To the extent that, in connection with this engagement, SLF comes into possession of any proprietary or confidential information of the Client, SLF will not disclose such information to any third party without the Client's consent, except (a) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining thereto, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by SLF in breach hereof, (ii) is disclosed by the Client to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to SLF on a non-confidential basis from a source other than the Client which SLF believes is not prohibited from disclosing such information to SLF by obligation to the Client, (iv) is known by SLF prior to its receipt from the Client without any obligation of confidentiality with respect thereto, or (v) is developed by SLF independently of any disclosures made by the Client to SLF of such information. Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning this engagement, as well as other means of communication used or accepted by the other.



J. Limitation on Liability and Indemnity. The Client and SLF agree to the following with respect to SLF's liability to the Client:

- (a) The Client agrees that SLF shall not be liable to the Client for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by the Client to SLF pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of SLF.
- (b) In no event shall SLF be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement or any loss of revenue or profit or any other commercial or economic loss or failure to realize expected savings.
- (c) In any action, claim, loss or damage arising out of the engagement, the Client agrees that SLF's liability will be several and not joint and several and the Client may only claim payment from SLF of SLF's proportionate share of the total liability based on the degree of fault of SLF as finally determined by a court of competent jurisdiction.
- (d) The Client agrees to indemnify and hold harmless SLF and its directors, officers, partners, employees subsidiaries and affiliates from and against any and all claims, damages, costs, charges, liabilities and expenses claimed by any third party relating to the services provided by SLF except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct by SLF.

The provisions of this paragraph shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise. This paragraph shall survive termination or expiry of the engagement. The provisions of this paragraph are not applicable to the extent that mandatory provisions of applicable regulatory bodies prohibit a professional tax advisor from limiting liability.

For the purposes of this paragraph, "SLF" shall mean SLF S.E.N.C.R.L., s.r.l. and its directors, officers, partners, professional corporations, employees, subsidiaries and affiliates and to the extent providing services under the engagement letter to which these terms are attached, SLF S.E.N.C.R.L., s.r.l., its member firms, and all of their partners, principals, members, owners, directors, staff and agents; and in all cases any successor or assignee. "SLF" excludes any member of the *Ordre des comptables professionnels agréés du Québec*.

K. Survival and Interpretation. The agreements and undertakings of the Client contained in the engagement letter, to which these terms are attached, together with the provisions of all paragraphs hereof, (except for the "term" of the engagement) shall survive the expiration or termination of this engagement.

L. Governing Law, Severability and Entire Agreement. These terms, the engagement letter to which these terms are attached, including exhibits, and all matters relating to this engagement (whether in contract, statute, tort (such as negligence), or otherwise), shall be governed by, and construed in accordance with, the laws of the Province of Quebec and the laws of Canada applicable in Quebec.



Any action or proceeding relating to this engagement shall be brought in the Province of Quebec, and the parties submit to the jurisdiction of the courts of the Province of Quebec and waive any defense of inconvenient forum to the maintenance of such action or proceeding. If any provision of such terms or engagement letter is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein. These terms and the engagement letter to which these terms are attached is the complete agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, proposals, negotiations, representations or warranties of any kind whether oral or written.

M. Assignment. Except as provided below, neither party may assign, transfer or delegate any of its rights or obligations hereunder (including, without limitation, interests or claims relating to this engagement) without the prior written consent of the other party. SLF may, without the consent of the Client, assign or subcontract its rights and obligations hereunder to (a) any affiliate or related entity or (b) any entity which acquires all or a substantial part of the assets or business of SLF.

N. Documentation. SLF is acting in the capacity of tax advisors and will not prepare the legal documents necessary to implement any transactions that we recommend. Your legal counsel will be relied upon to ensure that the transactions are legally effective.

O. Working Papers. SLF retains ownership of the copyright and all other intellectual property rights in our advice and working papers. SLF is entitled to use or develop the knowledge, experience and skills of general application gained through performing this engagement.

Amendment No. 1

to Tax Services Engagement (hereinafter referred to as "Contract") concluded on April 9, 2019
between the parties

Fyzikální ústav AV ČR, v. v. i.

with seat: Na Slovance 1999/2, 182 21 Praha 8, Czech Republic
represented by: RNDr. Michael Prouza, Ph.D., Director

(hereinafter referred to as "Client")

and

SCHWARTZ LEVITSKY FELDMAN S.E.N.C.R.L./s.r.l./LLP

with seat: 1980 Sherbrooke St W 10th Floor, Montreal, QC H3H 1E8, Canada
represented by: [REDACTED]

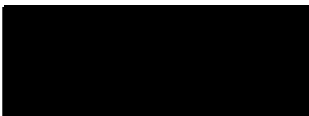
(hereinafter referred to as "Tax Advisor")

(the Client and the Tax Advisor are hereinafter jointly referred to as the "Parties" and each of them individually as a "Party")

The Parties have agreed on the following Contract amendments relating to personal data protection:

1. The Tax Advisor is entitled to keep a record of the performance of tax advice (hereinafter referred to as "Record").
2. Records are documents and data files that remain to the Tax Advisor for their needs. When conducting the file, the tax advisor proceeds with professional care.
3. The Tax Advisor processes the personal data of the statutory bodies of the Client and their employees (hereinafter referred to as "Data Subjects") in order to:
 - a. properly provide tax advice under the Contract to the extent necessary for that purpose;
 - b. fulfill the legal obligations of Tax Advisor;
 - c. within the Record for the purpose of protecting the legal claims of the Tax Advisor on the basis of their legitimate interest, consisting in the defense of their own rights, during the provision of tax advice to the Client and subsequently for the necessary time, at least until the expiry of the preclusive deadlines extended by one year.
4. The scope of processing of personal data will include, in particular, data for the identification of the Data Subject, data relating to his / her contractual relationship with the Client, contact details, data required to meet the legal obligations of the Client and other necessary data.
5. The Tax Advisor undertakes to observe the following in connection with the processing of personal data:
 - a. Process personal data only to the extent necessary to provide tax services under the Contract and only on the basis of the Client's instructions made in accordance with the principles of communication under the Contract, including transfer of personal data to a third country or international organization, unless such transfer would be binding upon the Tax Advisor to generally binding legislation;

- b. Not to process personal data obtained for the purpose of performing the Contract for purposes other than those set forth in this Contract;
 - c. Ensure that persons authorized to process personal data are bound by confidentiality or subject to a statutory duty of confidentiality;
 - d. Adopt appropriate technical and organizational measures to ensure the level of security of personal data corresponding to the risk to the rights of individuals;
 - e. Not to process personal data through another processor without prior written permission from the Client (specific or general). In the event that another processor is involved, the Tax Advisor is required to ensure that he is subject to the same personal data protection obligations as the Tax Advisor has promised under this Contract;
 - f. To take into account the nature of the processing and to assist the Client through appropriate technical and organizational measures, if possible, in order to meet the Client's obligation to respond to requests of Data Subjects for the exercise of their rights.
6. The Parties undertake to provide each other with all information necessary to prove that the obligations related to the protection of personal data processed pursuant to this Amendment have been fulfilled. Furthermore, the Parties undertake to provide each other with any other necessary cooperation and background to fulfill the obligations arising for the Client within securing the processing of personal data, conducting audits, when assessing the impact on the protection of personal data, within prior consultation with the supervisory authority and when fulfilling the application for the exercise of rights of a Data Subject.
7. The Client is responsible for ensuring that the personal data delivered to the Tax Advisor is accurate, complete and true and has been obtained in accordance with the data protection legislation.
8. This Amendment becomes effective as of the day of its conclusion.
9. The Parties, manifesting their consent with the entire contents of this Amendment, attach their signature hereunder.



For the Client:

For the Tax Advisor:

