

OSS Terms & Conditions

In these Terms & Conditions, the business that duly completes the OSS Form and engages the services of Orsa Saiwai NA Corp and Orsa Saiwai Europe Vat Services Limited shall hereinafter be identified and referred to as the "CUSTOMER."

Parties

Orsa Saiwai NA Corp, a corporation duly organized and existing under the laws of the United States of America (hereinafter referred to as "Orsa NA"), provides services to businesses domiciled in the United States and Canada seeking to conduct business activities within the European Union

Orsa Saiwai Europe Vat Services Limited a company duly registered in the Republic of Ireland (hereinafter referred to as "Orsa Europe"), serves as a VAT intermediary and is authorized to undertake OSS registration and represent customers in all matters pertaining to the OSS system.

CUSTOMER is a business organized and operating outside of the European Union, engaged in e-commerce transactions with purchasers within the European Union that agrees to appoint Orsa Saiwai Europe Vat Services Limited in relation to registration and compliance with the OSS Vat System.

1.1 Services

Orsa NA and Orsa Europe shall provide the following services to the Customer in connection with OSS compliance and related activities:

- a) Registration and ongoing maintenance of the OSS status
- b) OSS VAT declaration from data provided by Customer
- c) Informing Customer of Quarterly VAT payment and reconciliation
- d) Data storage in-line with EU OSS regulations
- e) Complete OSS representation and correspondence with tax authorities in the Republic of Ireland

2.1 Confirmation of Data Accuracy and Purpose of Payment

2.2 The CUSTOMER confirms that all information and data furnished in the registration form is true, accurate, and complete to the best of their knowledge and belief. Furthermore, the CUSTOMER acknowledges that the payment being made is explicitly for the purpose of obtaining registration within the OSS system.

3.1 Responsibility of the Parties

3.2 Orsa Europe is responsible for registering the CUSTOMER under the OSS system; and fulfilling all obligations and duties associated with this.

3.3 CUSTOMER shall ensure and warrant that all data and information provided to Orsa Saiwai NA Corp ("Orsa NA") and Orsa Saiwai Europe Vat Services ("Orsa Europe") is accurate, complete, and current. The CUSTOMER shall bear all responsibility for any inaccuracies, omissions, or misrepresentations in the data furnished to Orsa NA and Orsa Europe

3.4 CUSTOMER hereby acknowledges and agrees to ensure the punctual payment of all service fees and OSS Value Added Tax (VAT) amounts due. Any delays, defaults, or omissions in making the aforementioned payments shall be the sole responsibility of the CUSTOMER.

3.5 Contingent upon the CUSTOMER supplying accurate information and ensuring payment of the VAT OSS due—whether directly to the Irish Revenue or into the accounts designated by Orsa Saiwai—Orsa Europe hereby commits to the duty of ensuring accurate reporting, declaration, and remittance of Value Added Tax (VAT) pursuant to the OSS intermediary obligations.

4.1 Compliance with VAT OSS

4.2 The CUSTOMER shall bear the sole responsibility for the collection of all Value Added Tax (VAT) amounts owed, directly at the point of sale. This collection shall occur through the designated electronic interface in use, whether that be a business website, online marketplace, or any other digital platform employed by the CUSTOMER.

4.3 Following the collection of Value Added Tax (VAT) from the EU based purchaser, the CUSTOMER is obligated to remit said VAT, such payments shall be made on a quarterly basis and are required to be completed no later than the fifth (15th) day of the month immediately following the quarter end.

4.4 The CUSTOMER shall direct the Vat payments either to the USD-denominated bank accounts held by Orsa Saiwai NA Corp ("Orsa NA") within the United States of America or to the USD-denominated bank account maintained by Orsa Saiwai Europe Vat Services ("Orsa Europe") within the European Union. As an alternative, payments may also be rendered in EUR directly to the Irish Revenue.

4.5 The CUSTOMER shall be responsible for, and shall bear, all associated bank charges and currency exchange fees, as applicable. Should the full amount due not be received by Orsa Saiwai NA Corp ("Orsa NA") or Orsa Saiwai Europe Vat Services ("Orsa Europe") due to any of the aforementioned charges or for any other reason, the outstanding balance will be added to and become due with the next scheduled payment by the CUSTOMER.

5.1 **OSS VAT Compliance Responsibilities**

5.2 Data Accuracy and Integrity: The CUSTOMER shall ensure that all data and information provided for OSS registration and subsequent filings are true, accurate, and complete. This includes data sourced from the registration form and any additional documentation required for OSS compliance.

5.3 Quarterly VAT Remittance: The CUSTOMER is obligated to remit, on a monthly basis, the VAT collected from sales within the European Union. Payments can be facilitated via the designated methods stipulated in this agreement.

5.4 Timely OSS VAT Declarations: The CUSTOMER shall provide the accurate data for the VAT declarations in a timely manner, consistent with the prescribed deadlines set forth by the OSS system or any regulatory body overseeing the system.

5.5 Record Keeping: The CUSTOMER is responsible for maintaining comprehensive and organized records of all sales transactions subject to OSS, including but not limited to invoices, receipts, and relevant communications with buyers.

5.6 Cooperation with Authorities: The CUSTOMER agrees to cooperate fully with any requests, audits, or inquiries made by tax authorities or OSS administrators, furnishing any requested documentation or clarification in a timely manner.

5.7 Notification of Changes: The CUSTOMER shall promptly inform Orsa Saiwai NA Corp ("Orsa NA") and Orsa Saiwai Europe Vat Services ("Orsa Europe") of any significant changes in business operations, structure, or other factors that may impact OSS VAT obligations.

6.1 **Obligations and Liabilities Regarding OSS VAT Filings**

6.2 Undeclared Sales: Should the CUSTOMER fail to declare any sales, either intentionally or inadvertently, the CUSTOMER shall bear full responsibility for rectifying such omissions.

6.3 Underdeclaration or Non-compliance: In the event that the CUSTOMER has understated the VAT collected and/or due, or if there is a failure to comply with any OSS obligation as mandated by relevant tax authorities, the CUSTOMER agrees to assume all liability, including but not limited to the payment of the outstanding VAT.

6.4 Tax Adjustments: Should any tax authority enforce a tax adjustment post any form of tax control or inspection, resulting from any act or omission on the part of the CUSTOMER, the CUSTOMER acknowledges and agrees to bear the financial responsibility for such adjustments.

6.5 Penalties and Surcharge: Beyond the outstanding VAT, the CUSTOMER shall also be liable for any penalty, surcharge, or additional fee imposed by the tax authorities at their sole discretion due to the CUSTOMER's non-compliance or errors.

7.1 Liability and Consequences of Non-compliance

7.2 The CUSTOMER acknowledges and agrees that they retain ultimate responsibility and liability for all duties and taxes due to the European Union customs and tax authorities.

7.3 Termination Due to Malfeasance: In instances where the CUSTOMER engages in fraudulent or malicious activities, fails to make timely payments, or does not uphold any OSS obligations, Orsa Saiwai NA Corp ("Orsa NA") and Orsa Saiwai Europe Vat Services ("Orsa Europe") expressly reserve the right to:

- a. Terminate the registration of the CUSTOMER, and
- b. Revoke or suspend their OSS number.

8.1 Fees

8.2 The CUSTOMER hereby acknowledges and agrees to the payment of the following fees to ensure compliance with the OSS requirements as set forth by Orsa Saiwai NA Corp ("Orsa NA") and Orsa Saiwai Europe Vat Services ("Orsa Europe"):

- (a) OSS Registration Fee: A one-time fee of USD 645.00 for OSS registration. This amount is payable via credit card, Automated Clearing House (ACH), or wire transfer, this fee is non refundable.
- (b) Quarterly Fee for OSS Intermediary Services: A recurring fee of USD 375.00, payable quarterly in advance, for services related to OSS intermediary services. This amount is payable via credit card, Automated Clearing House (ACH), or wire transfer.

9.1 Payment Obligation for Quarterly OSS VAT Remittance

9.2 The CUSTOMER is obligated to ensure the monthly payment of the collected VAT on sales within the European Union.

9.3 The aforementioned payments can be satisfied through the following methods:

- (1) A bank transfer in USD to the designated bank accounts of Orsa Saiwai NA Corp ("Orsa NA") within the United States of America, or;
- (2) A bank transfer in USD to the specified USD bank account of Orsa Saiwai Europe Vat Services ("Orsa Europe") within the European Union, or;
- (3) Payment via credit card to Orsa Saiwai NA, or;
- (4) Direct payment by wire in EUR to the Irish Revenue.

10.1 Data usage and protection

10.2 Purpose of Data Collection: Orsa NA and Orsa Europe collect and process certain personal and business-related data from the CUSTOMER. This data collection is strictly for the purpose of facilitating the OSS VAT declaration to EU authorities on behalf of the CUSTOMER.

10.3 Types of Data Collected: The data collected includes, but is not limited to:

- a. The CUSTOMER's full legal name, physical address, and primary contact information.
- b. VAT identification number and relevant registration details.
- c. Detailed sales and transaction data necessary for accurate VAT calculations.
- d. Order-related and shipping information crucial for the proper allocation and determination of VAT liabilities.

11.1 Limitations on Data Collection by Orsa Saiwai NA Corp ("Orsa NA") and Orsa Saiwai Europe Vat Services ("Orsa Europe")

11.2 Purpose-Limited Data Collection: Orsa NA and Orsa Europe affirm and guarantee that the collection of personal and business-related data from the CUSTOMER is strictly circumscribed to what is indispensable for executing their responsibilities related to the OSS VAT declaration process.

11.3 No Excess Data: Neither Orsa NA nor Orsa Europe shall procure, store, or use any data beyond what is fundamentally required for the aforementioned purpose, unless explicitly authorized or mandated by applicable laws or regulations.

12.1 Authorization and Acceptance by Customer

12.2 Acceptance: By agreeing to these terms and conditions, the CUSTOMER expressly acknowledges and consents to the terms and conditions

12.3 Grant of Authority: The CUSTOMER hereby designates and authorizes Orsa Saiwai Europe Vat Services ("Orsa Europe") to serve as its exclusive OSS service provider.

12.4 Scope of Authorization: This authorization explicitly permits Orsa Europe to undertake all requisite actions, including but not limited to, registering the CUSTOMER within the OSS system.

12.5 Exclusivity: By granting this authority, the CUSTOMER acknowledges that Orsa Europe shall act as the sole OSS intermediary for the CUSTOMER, and no other entity shall be entrusted with this role unless otherwise specified in writing by the CUSTOMER.

13.1 Orsa Saiwai Europe Vat Services' OSS Responsibilities

13.2 OSS VAT Submissions: The CUSTOMER acknowledges and agrees that Orsa Saiwai Europe Vat Services ("Orsa Europe") shall, in its capacity as the CUSTOMER's designated OSS service provider, undertake the responsibility for submitting VAT declarations to the appropriate authorities.

13.3 Compliance with OSS System: All actions undertaken by Orsa Europe pursuant to this agreement shall be in strict adherence to the regulations and requirements set forth by the OSS system.

14.1 Limitation of Liability

14.2 General Limitation: Except as expressly provided otherwise in this clause, neither party shall be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of data, business, or profits, or any other pecuniary loss, even if such party has been advised of the possibility of such damages.

14.3 Exceptions: Notwithstanding the foregoing, the limitations set forth in this clause shall not apply to any claims or damages arising out of:

- a. Gross negligence or willful misconduct by either party;
- b. Any breach of confidentiality obligations;
- c. Improper data processing; or
- d. Breach of indemnification obligations by either party.

15.1 Governing Law and Jurisdiction

15.2 Governing Law: These Terms & Conditions, and all matters arising out of or relating to them, shall be governed by and construed in accordance with the laws of the Republic of Ireland, without giving effect to any principles of conflicts of laws thereof.

15.3 Jurisdiction: All parties hereby irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the Republic of Ireland for any legal action or proceedings arising out of or relating to this Agreement, and the parties expressly waive any objections or defenses to such jurisdiction.

