

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES
LUPICINIO INTERNATIONAL LAW FIRM

FIRST. – SCOPE OF LEGAL ADVICE

1. The relationship between the Client and *Lupicinio International Law Firm* (hereinafter sometimes referred to as the “Firm”) shall be governed by the provisions of the Fee and Services Proposal, by this General Terms and Conditions for the provision of services of *Lupicinio International Law Firm* and by the applicable law. These General Terms and Conditions shall be without prejudice to the provisions of the Fee and Services Proposal which, in the event of any inconsistency, shall prevail over the provisions hereof.
2. The scope of the services to be provided shall be agreed with the Client and may be modified, always by prior agreement, during the course of the assignment. The advice provided by *Lupicinio International Law Firm* shall have the scope expressly agreed by the parties and, under no circumstances, shall it cover financial, accounting, economic, valuation or other matters, unless expressly provided for in the proposal of services and fees.

SECOND. – ASSUMPTIONS

1. *Lupicinio International Law Firm*, unless expressly agreed otherwise, advises exclusively on Spanish law. Under no circumstances do the opinions and, in general, the advice provided include the law applicable to any other jurisdiction. Any reference to foreign jurisdictions cannot be considered a legal opinion provided by the Firm.
2. All professional assignments relating to lawyers of *Lupicinio International Law Firm* are understood to be made exclusively to the Firm, even when there is an express or tacit intention that the assignment be carried out by a particular professional. The Firm shall be responsible for appointing and assigning its professionals, in the manner most appropriate at its discretion, for the performance of the services in the interest of the Client, without prejudice to which it shall endeavour to respond to the Client’s requirements or suggestions in respect of particular profiles or criteria for intervening persons.
3. The advice provided by *Lupicinio International Law Firm* is exclusively for the benefit of the Client and may not be used or communicated to any other person or entity, or by other companies or persons of the same group or used for any other purpose without prior written permission of the Firm. *Lupicinio International Law Firm* accepts no professional liability whatsoever to persons other than the Client who may have had access to the reports, documents or advice provided in the performance of the advisory services.
4. The Firm may request the Client, at any time, to provide it with the information it considers necessary to be able to carry out the assignment with the appropriate quality. All the documentation and information necessary for the performance of the services shall be provided with sufficient advance time by the Client or its advisors, notwithstanding the fact that the Firm is empowered-if deemed appropriate-to obtain contrasting public information that may be obtained from public or private sources and/or organizations. As a general rule, the Client shall not provide the Firm with original documents unless it is essential and unless expressly requested to do so.

The Firm shall not be liable for the consequences of any lack of information, error, inadequacy, omission, or irregularity, including untruthfulness or falsity of materials and/or documents, made or provided by or on behalf of Clients. The scope of the services to be provided by the Firm shall not include checking the veracity

of the information received and shall not constitute the purpose of the same carrying out an audit of such information.

5. The Firm's liability is limited to the performance of the services contemplated in the service and fee proposal with the highest degree of professionalism and always in accordance with current legislation. The maximum liability of the Firm, its partners, staff and employees, and its associated professionals for damages, losses or claims that may arise from the services contemplated in the service and fee proposals shall be limited, unless otherwise agreed between the parties, to twice the amount of the fees actually received by the Firm in accordance with the proposal and any liability shall expire two (2) years after the termination of the services contemplated in the corresponding offer of advice.

The Client is aware that the services offered by the Firm are limited to legal advice. When the Client exceptionally requests the Firm to represent the Client in any act, business, or contract, including the conduct of negotiations, this shall be deemed to imply necessarily the waiver by the Client of any claim against *Lupicinio International Law Firm*, its partners, or its associated professionals or employees in respect of the actions performed in such representation. In addition, the Client agrees to indemnify the Firm and keep the Firm fully indemnified against any claims, costs and expenses arising or incurred in connection with such representation.

It is expressly agreed that the Firm's only liability to the Client shall be for gross and undisputed professional negligence and, under no circumstances, may indirect damages or losses, loss of profit, consequential damages or opportunity costs, be the object of any claim against the Firm, its partners, associated professionals, employees and/or its staff.

6. The Firm cannot guarantee the Clients or any third parties the professional success of the actions or advice it provides on behalf of or for the benefit of the Client and, in particular, in those matters relating to litigation, as the outcome is not the exclusive competence of the professionals providing the services, as other third parties may intervene and determine the final outcome of the same. The provision of services by *Lupicinio International Law Firm* shall be considered an obligation of means and not of result.
7. The advice provided by the Firm to the Client refers to the time of its provision. The Firm undertakes no obligation to review, update or amend the advice or information and/or documents provided in relation to any changes in Spanish Law or for any other reason after the provision of the advice.
8. Unless otherwise specifically agreed between the parties in the proposal of services and fees, the working language and the language in which all documentation shall be presented to the Client shall be English.
9. Proposals for services and fees submitted by the Firm shall be valid for a general period of fifteen (15) calendar days from the date thereof, unless otherwise specifically agreed between the parties.

THIRD. – INDEPENDENCE IN THE PROVISION OF SERVICES

Lupicinio International Law Firm will provide its services with absolute independence, without being obliged to follow any guidelines or directives from the Client that may affect its professional criteria.

FOURTH. – CONFLICT DE INTERESTS

Lupicinio International Law Firm undertakes to not advise different Clients at the same time and on the same matter when there could be a direct conflict between the interests of said Clients. Likewise, it undertakes to not advise a Client on a given matter when it has prior information on that matter obtained from another Client, provided that, in the Firm's opinion, this would prevent it from providing the required advice in conditions of independence.

As part of the process of accepting any assignment, the Firm has established internal analysis procedures in order to assess potential conflicts of interest and the ongoing assessment of risks associated with the provision of services. For this reason, prior to the possible acceptance of the assignments that may arise from this proposal, the Firm must carry out these procedures in order to determine whether there are circumstances that could give rise to a potential conflict of interest. In addition, the Client specifically understands and accepts that, as a result of the ongoing assessment of risks associated with the provision of services, the Firm may terminate the provision of services to the Client at any time during the provision of the services, by giving the Client a seven (7) days' notice, and the Client waives any claim against the Firm in the event of such termination.

In addition, the Client is informed that, if while carrying out the services provided to the Client, any third parties not initially foreseen are identified, the Firm must also carry out procedures to identify potential conflicts with respect to them and, if any are identified, the Firm will contact the Client to assess how they could affect the continuity of the advice, the safeguards to be established, which normally will include the assignment of completely independent work teams, the reinforcement of confidentiality measures, or which could even imply the termination of the advice in the event the potential conflict cannot be resolved.

FIFTH. – TEAM

For the leadership and management of the matters, the Firm shall appoint a coordinator for the relationship and communication of this work with the Client. Likewise, the coordinator will be supported by the professional team selected by the Firm for the services contemplated in the proposal submitted to the Client.

The *Lupicinio International Law Firm* team appointed for each particular matter or work shall be characterised at all times by its excellence, solid training and extensive experience. The team presented by the Firm aims to provide an integrated response to the specific needs of the Client that may arise within the scope of the services foreseen in the proposal.

Assistance in other matters will be provided by specialised professionals from the corresponding departments, always in coordination with the lawyers on the team involved in the transaction.

In the event that from the analysis of the documentation or in the course of the advice it becomes convenient or necessary, in the interests of the Client, to incorporate other professionals from the Firm, whether collaborators or external, the Firm will assign the relevant professionals to this work.

In the event that the advice or services of another law firm be convenient or necessary, because the matter requires the application of foreign or European Union legislation, the Client, upon presentation of the corresponding estimate or proposal, shall assume the cost of these services as agreed and, in addition, subject to these General Terms and Conditions. Under no circumstances shall the Firm be liable for any damages, losses or negligence that may arise from the services provided by another law firm contracted in accordance with the Client's instructions.

SIXTH. – BILLING

1. Billing:

The Firm will not accept that the Client indicates that the fees and/or invoices are to be issued and/or paid by another entity or person other than the Client to whom the Firm's service proposal is addressed. In case of acceptance of such proposal, the legal representatives of said entity to which it is addressed or the persons indicated in the same shall return it signed to the Firm, as a sign of acceptance and conformity with its content, a duplicate of the proposal of services and fees. The Client undertakes to pay the fees, expenses and outlays

included in each invoice under the terms and conditions indicated in the invoice itself, and in its absence, within thirty days from the date of the invoice.

Only the entity or person to whom *Lupicinio International Law Firm* invoices its fees, is a party to the contractual and legal advisory relationship entered into between the Firm and the Client in connection with the work described in the fee and service proposal. The Firm's liability in connection with such work is solely to the Client, and not to any third party, even if they may claim that they are also a beneficiary of the services rendered by the Firm.

2. Fees

The fees payable to the Firm shall be as set out in the Fee and Services Proposal and the present General Terms and Conditions. Unless the service proposal states otherwise, the time spent by each of the professionals involved will be taken as a reference, applying the hourly cost of each professional. In addition, the Firm may take into account other factors such as the importance, complexity or urgency of the matter, night work or the use of public holidays.

The hourly cost of each professional of the Firm shall be calculated taking into account the experience or specialisation of the professional and shall be subject to periodic review. The Client shall have at his disposal, at any time, information on the hourly cost of all the lawyers and/or professionals involved in his case.

Unless the proposal of services and fees indicates otherwise, the fees for procedural actions shall be calculated in accordance with the indicative criteria approved by the corresponding Bar Association. When the Client has entrusted the Firm with the legal management of a legal or arbitration proceeding and the Client is the beneficiary of the legal costs to be collected in the legal or arbitration proceeding, and the Firm's professional fees have not been agreed or received or, where applicable, the required provisions of funds have not been made, either due to being on an equalisation basis or for any other reason, *Lupicinio International Law Firm* may appropriate the aforementioned legal or arbitration costs up to the amount of the fees due or derived from the provision of the services.

The Firm may, unless expressly agreed otherwise, request a provision of funds before commencing the provision of advisory services. This provision of funds shall cover the fees and the costs and expenses of the assignment.

Unless otherwise agreed, the fees, expenses and allowances accrued shall be invoiced on a monthly basis and shall be paid to the Firm within a period not exceeding thirty (30) days.

3. VAT, expenses, and supplies

In any case, the fees detailed in the proposal for services and fees, and unless expressly stated otherwise, shall not include: (i) expenses and supplies incurred within the framework of the services provided by the Firm (such as, for example, obtaining certifications or reports from public registries, travel and accommodation expenses, translations, mass photocopying, courier services, etc.); nor (ii) the taxes (VAT) applicable thereto; nor (iii) the fees of other professionals (solicitors, notaries, registrars, arbitrators, mediators, experts, technicians, advisors, consultants, agencies, translators, agents ("gestorias"), etc.).

The Client undertakes to reimburse the Firm for all costs and expenses incurred in the execution of the assignment, which, once incurred, shall be duly justified upon request.

4. Suspension or termination of services

The Firm may suspend the work entrusted to it or cease definitively the provision of services if the Client does not cooperate or provides the documentation or information necessary for the execution of the assignment or does not pay any of the bills or invoices of the Firm corresponding to fees, expenses and/or supplies within the established period. The suspension or termination of services may extend to any and all of the matters that the Client, or any of its direct or indirect shareholders, as well as any subsidiaries, affiliates or associated

companies or the administrators of any of the aforementioned have entrusted to the Firm. *Lupicinio International Law Firm* shall not be liable for any damages that this suspension or termination may cause. Failure to pay provision of funds, payment request document or invoices issued by the Firm within the established deadline will give rise, where there is no rule to the contrary, to the accrual of interest in accordance with the provisions of Law 3/2004, of 29 December, which establishes measures to combat late payment in commercial transactions.

SEVENTH. – CONFIDENTIALITY

The Firm shall maintain, at all times in relation to the services provided, as well as in relation to any data and information of which it may become aware in connection therewith, absolute confidentiality regarding any information provided.

Notwithstanding the foregoing, the Firm may, at the express written request of the Client, provide the information required for the preparation of audits, and the Client accepts that this does not imply any breach of the duty of confidentiality assumed by the Firm. The Firm will invoice for the time invested in collaborating with the Client's audit.

Unless otherwise indicated by the Client, *Lupicinio International Law Firm* is authorised to disclose its participation in a matter for commercial, reputational, doctrinal or academic purposes, although this may not include confidential or reserved information. The Firm may include in its communications such information as it deems appropriate in relation to the advice provided.

When necessary or appropriate due to the nature of the services or the Client, the Firm will duly comply with the regulations on the use and protection of privileged information, in relation to all information of this nature to which it may have access as a result of the provision of its professional services.

EIGHTH. – DATA PROTECTION

In order to manage this legal advice and defence assignment, as well as to comply with the professional and legal obligations arising from the same, the Client expressly authorises the processing of his personal data, that of the legal representatives and interlocutors of the parties included in each assignment, any personal data that may be necessary and that which may be generated as a consequence of its execution (hereinafter indistinctly any of them the “**interested party**” or “**interested parties**”), by the Firm, the data controller being Lupicinio Rodríguez Jiménez with address at calle Villanueva 29, 28001 Madrid and contact email address info@lupicinio.com.

The Client authorises the processing of his/her data so that the Firm may send him/her additional communications and information about its services and activities, not directly related to each assignment, unless otherwise indicated in the proposal of services and fees.

The Client undertakes to ensure that the data and documents containing personal data provided to the Firm for the execution of the assignment are truthful and have been obtained legitimately.

Necessity and legal basis for the processing. The communication of personal data by the Client and/or the interested parties is a necessary contractual requirement for the execution of the activity of legal advice and defense, and the interested parties must provide such data and are hereby informed that the consequences of not providing such data are as follows the purpose of the processing may be the impossibility to sign the order, the impossibility to execute the order or even the termination of the order.

Purposes of the processing. The purposes of data processing are (i) to carry out the management, development, compliance and control for the professional, administrative, accounting and tax management of the defence or advisory assignment, as well as the filing of documents or contractual relationship; (ii) inclusion of the data in the Firm's corporate, departmental and professional, employees and advisors' contact agendas that require it; (iii) and the management of the corresponding file for archiving and maintenance of the history of the contractual files.

The basis of legitimacy of the processing is the contractual relationship established with each professional assignment and the fulfilment of the professional and legal obligations arising therefrom. If so, authorised by the Client, express consent legitimizes the sending of additional communications and information on the Firm's services and activities, not directly related to the advisory and legal defense activity entrusted to it.

Data retention period. The personal data of the data subjects will be retained by the Firm, for the duration of the assignment as well as during the statute of limitations for actions provided for in commercial and civil law for the attention of possible liabilities that may arise from the professional relationship.

The Client irrevocably authorises *Lupicinio International Law Firm* to keep a copy of the documents provided, even after the termination of the contractual relationship. Once the matter has been concluded, the Firm reserves the right to destroy the copies of the documents at any time.

Recipients of the data. Personal data may be communicated to the following third parties: (i) administrative, tax or judicial authorities where there is a legal obligation on the Firm; (ii) auditors for compliance with legal auditing obligations of any kind or nature; (iii) notaries public in the event of the execution of public documents; (iv) to any other third parties to whom, under the applicable regulations in force in each case, it is necessary to carry out the transfer, such as competent government bodies for regulatory, supervisory and control, registration and inspection purposes; (v) in the writings and documents annexed thereto to the Courts and Tribunals or, as the case may be, Public Administrations, for the fulfilment of the assignment entrusted, (vi) as well as to lawyers, solicitors, experts and other professionals who must intervene or who it is appropriate for them to intervene.

Rights. The data subject has the rights recognised in REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation or GDPR), Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y garantía de los derechos digitales y demás disposiciones legales de aplicación, whereby you may access, rectify and delete data, request data portability, oppose processing and request the limitation of processing.

Thus, the data subject has the right to access his or her personal data and to obtain a copy of the personal data undergoing processing, to update them, as well as to request the rectification of inaccurate data or, where appropriate, to request their deletion when, among other reasons, the data are no longer necessary for the purposes for which they were collected. In certain circumstances provided for in Article 18 GDPR, data subjects may request the limitation of the processing of their data, in which case the data will only be kept for the purpose of exercising or defending claims. As a consequence of the application of the right to erasure or objection to the processing of personal data in the online environment, data subjects have the right to be forgotten according to the case law of the Court of Justice of the EU. The data subject may object to the processing of his or her data for marketing purposes.

Interested parties may exercise their rights by attaching a photocopy of their national identity document or equivalent and indicating the right they are exercising:

- By writing to: *Lupicinio International Law Firm*, located at Calle Villanueva 29, 28001 Madrid, for the attention of Lupicinio Rodríguez Jiménez.

- By e-mail to: info@lupicinio.com

The signatories agree to use e-mail as the preferred means of communication for the development of the work, with the Client knowing and assuming that e-mail may present faults or vulnerabilities, without prejudice to the possibility of using other means. The use of instant messaging applications for communications with the Firm is not accepted because confidentiality may be compromised. The use of such applications by the Client shall be under his own exclusive responsibility.

The interested parties are informed of their right to file a complaint with a supervisory authority (in Spain the Agencia Española de Protección de Datos, AEPD), when they consider that they have not obtained satisfaction from the Firm in the exercise of their rights.

NINTH. – END OF SERVICES

Lupicinio International Law Firm reserves the right to withdraw from representing or advising a Client at any time and without giving any reason. by giving one week notice to the Client, and the Client waives any claim against the Firm in the event of any such withdraw. However, this shall not prevent the Firm from taking the necessary actions to preserve its right to claim and/or settle the fees derived from the services rendered up to that time, in accordance with the provisions of the services and fees proposal.

TENTH. – PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

Clients must provide the Firm, prior to the commencement of the provision of services, with the necessary supporting documentation in order to comply with the regulations on the Prevention of Money Laundering and the Financing of Terrorism.

The Firm will refrain from commencing the provision of the services set out in the proposal for services and fees until the corresponding documentation necessary to comply with the Prevention of Money Laundering and Terrorist Financing regulations has been received. Similarly, the Firm may discontinue the provision of services in cases where, from the documentation received or subsequent events or information, it appears that the level of risk of the Client or of the particular transaction in question is not compatible with the regulations on the Prevention of Money Laundering and Terrorist Financing or with the Firm's internal policies on this matter; and this may in no case be considered a breach of contract on the part of the Firm.

ELEVENTH. – PRINCIPLE OF PRESERVATION OF THE CONTRACT

Each of the provisions of the Fee and Services Proposal and of the present Terms and Conditions are independent from each other provision, so that if any provision of the Fee and Services Proposal or in this Annex is held to be void, illegal, invalid in whole or in part, or unenforceable for any reason and/or in any jurisdiction, the validity and enforceability of the remaining provisions or terms or conditions shall not be affected or questioned by such invalidity, nor shall such invalidity extend to other jurisdictions, and the Fee and Services Proposal shall remain in effect and binding on the parties as if such provision or condition had never been included. In such a case, the parties shall negotiate in good faith the replacement of the invalid or unenforceable provisions with legally effective provisions that will enable them to realise, to the extent possible, the purpose of the ineffective provision and the ultimate purpose of the agreement for the provision of the legal advice service.

TWELFTH. – ANTI-CORRUPTION COMMITMENT

Both *Lupicinio International Law Firm* and the Client undertake to comply with all applicable laws and regulations, including those relating to anti-corruption, and further undertake to act at all times in an ethical and professional manner, and undertake to not engage in any practice that results or may result in a violation of applicable laws or regulations relating to corruption in any country whose law is applicable to this agreement.

THIRTEENTH. – AMENDMENTS

These General Terms and Conditions of Services may be amended by the Firm when it deems it appropriate. The amendment shall apply to orders for services that are subsequent to the date of their publication and, in the case of orders for services involving the provision of ongoing services, to Services provided after the date on which the amendment is published. The contracting of Services after the entry into force of the amendment is understood as acceptance by the Client of the new General Terms and Conditions of the Services.

FOURTEENTH. - DISPUTE RESOLUTION

For any difference or dispute that may arise between the parties in relation to the interpretation and/or fulfilment of the provisions of the services and fees proposal, as well as of the present General Terms and Conditions i, both parties, expressly waiving any other jurisdiction that may correspond to them, submit to the judges, courts, and tribunals of the city of Madrid. Likewise, the law applicable to this agreement, as well as to the resolution of conflicts arising from it, shall be the common law of Spain.

Final note: "*Lupicinio International Law Firm*" includes the services provided by *Lupicinio International Law Firm, S.L.* or any of the companies belonging to the same group, as well as those provided by Lupicinio Rodríguez Jiménez.

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