

**Standard Terms and Conditions Garrigues Polska  
i Roberto Delgado Gil sp. k.**

These Standard Terms and Conditions are applicable to all professional services provided by Garrigues and are additional to any specific agreement entered into between Garrigues and the Client (the "**Engagement Letter**"), which will prevail over this document in the event of any discrepancy between the two. In this document: (i) "**Garrigues**" means Garrigues Polska i Roberto Delgado Gil sp. k. , a professional services firm domiciled at ul. Emilii Plater 53, 00-113 Warsaw and holding tax identification number 525-23-95-911; (ii) "**Garrigues Group**" means the group formed by J&A Garrigues S.L.P. domiciled at calle Hermosilla 3, 28001 Madrid, and the entities associated to it (but excluding other firms with which J&A Garrigues S.L.P. may have formed an alliance, details of any such alliances available for review at [www.garrigues.com](http://www.garrigues.com)) on the date on which the Engagement letter is issued and that are identified as such in the Engagement Letter sent to the Client; (iii) "**Client**" is the intended recipient of the Engagement Letter, and (iv) "**Services**" are the professional services under the Engagement Letter.

**1. Scope of application**

- 1.1 The Parties to the legal relationship governing the provision of Services are Garrigues and the Client. Such Services shall be understood to be provided solely and exclusively to the Client and may not be assigned by said Client to third parties or used by persons other than the Client, without the prior express written authorization of Garrigues.
- 1.2. The owner of the legal relationship with the client is Garrigues, on which are conferred all of the rights and obligations specific to the performance of the professional activity, regardless of the participation of other Garrigues Group entities or of the specific professionals and employees through whom the Services are provided. Garrigues accepts full liability with respect to the Services provided in its name by other Garrigues Group entities or Garrigues professionals or employees.

**2. Services**

- 2.1 Garrigues shall provide the Client with the Services specified in the Engagement Letter issued for each specific engagement or case. Any amendment to the Engagement Letter shall be agreed on by Garrigues and the Client and placed on written record.
- 2.2 Any decision regarding the performance, monitoring or implementation of any advisory services, counseling, opinions or recommendations provided by Garrigues within the context of the Services is at the exclusive discretion of the Client, which adopts such decision at its responsibility.

**3. Involvement of other professionals unrelated to Garrigues**

- 3.1 Unless expressly provided otherwise, the Services shall be confined exclusively to the Polish jurisdiction.
- 3.2 In the event of the participation of firms not belonging to Garrigues Group or other external advisers unrelated to Garrigues Group (the "**External Professionals**"), unless expressly provided otherwise: (i) the involvement of Garrigues in the case in question shall be limited to activities for coordination of and contact with the External

Professionals; (ii) the professional services relationship shall be established directly between the Client and each of the External Professionals; (iii) Garrigues' fees shall be independent of those of the External Professionals, and (iv) Garrigues shall assume no liability whatsoever for any advisory services provided to the Client by the External Professionals.

**4. Engagement team**

Notwithstanding any specification in the Engagement Letter of the professionals or employees assigned to the Client or engagement in question, Garrigues may, where it so deems fit or where necessary with regard to the needs of the Client or engagement, replace any of such professionals or employees or modify the number of professionals or employees assigned to the Client or engagement.

**5. Fees and expenses**

- 5.1 The fees for the provision of the Services to the Client shall be those established in the Engagement Letter, in line with the quantification methods established therein.
- 5.2 Unless specified otherwise, the estimated or budgeted fees are stated net of VAT and of any other such indirect taxes as may be applicable, which shall be included in the invoice as separate items.
- 5.3 The fee amount does not include any such reasonable out-of-pocket expenses as may be incurred by Garrigues in the provision of the Services, which must be reimbursed by the Client.
- 5.4 Any services other than the Services and which are complementary thereto (such as, *inter alia*, notaries, registries, management of announcements in the press or official gazettes, among others) shall be arranged and paid directly by the Client. Notwithstanding the above, such services may be arranged and paid for by Garrigues on behalf of the Client, where the Client so requests and provided that, at the request of Garrigues, the Client has arranged the relevant retainer beforehand. Under no circumstances shall Garrigues be obliged to advance or provide funds to the Client or make payment on behalf of the Client in respect of any expenses, services or disbursements not previously agreed on and on the conditions referred to above.
- 5.5 Any retainers paid or deposits made by the Client shall be assigned by Garrigues to pay the amounts on behalf of the Client. The Client expressly authorizes Garrigues, subject to prior notice on the Client, to use the retainer paid or deposit made by it to pay any such amount as may be owed to Garrigues in respect of fees or expenses, where such amount is due and payable.
- 5.6 The fees and expenses must be settled even where the transaction or case to which the Services refer is not completed successfully.
- 5.7 The Client's obligation to pay the fees and expenses to Garrigues is separate from any right to which the Client may be entitled with respect to third parties in relation to the Services provided. Thus, among other potential circumstances, in litigation-related or court matters, any order to pay costs to the other party does not exempt or release the Client from paying Garrigues the relevant fees

and expenses.

## **6. Billing and payment**

- 6.1** Unless the parties expressly agree otherwise, the invoices issued by Garrigues shall be payable on demand, in the currency and on the terms and conditions they contain, and Garrigues reserves the right to charge late-payment interest in the event of any delay in payment of the invoices with respect to their due date.
- 6.2** Any objection on the part of the Client in relation to an invoice must be sent to the Garrigues partner in charge of the case as soon as possible and, in such case, the portion of the invoice in relation to which there is no objection shall become due and payable in accordance with its terms.
- 6.3** In the event of any advance or pre-payments made by the Client pursuant to the Engagement Letter, where, for any reason, there is a surplus in favor of the Client on termination of the Services, Garrigues shall immediately repay such surplus, in line with the Client's instructions for such purpose.
- 6.4** In the event of the failure to pay an invoice, Garrigues, upon giving written notice and pursuant to the professional regulations and code of ethics governing its activity, may suspend any Services provided to the Client, without such circumstance entitling the Client to make any claim or complaint for such suspension or for any such damage as may derive from such suspension. For as long as such situation of non-payment is maintained and also subject to the provisions of the governing professional regulations or code of ethics, Garrigues may exercise the right to retain any such documents of the Client as may have been prepared by or with the participation of Garrigues that may be in its possession at such time.
- 6.5** Where the Client requests the provision of Services for companies under its control or for any other third parties, or in other circumstances in which the legal costs are borne by third parties, Garrigues shall directly invoice the entity indicated, although the Client shall bear liability for the payment of any amount not settled on the due date.

## **7. Information, documentation and confidentiality**

- 7.1** Garrigues shall request from the Client all the information and documentation that, in its opinion, is required for the proper and efficient provision of the Services. The information and documentation shall be sent by the Client to Garrigues by the means deemed most appropriate. The Client represents and warrants that it is duly authorized and empowered to send the documentation and information it provides to Garrigues and shall hold Garrigues harmless from and against any third-party claim due to access to the information or documentation sent by the Client or at its request.
- 7.2** Garrigues shall under no circumstances be liable for any consequences that may arise for the Client for having sent Garrigues any inaccurate, inexact or incomplete information or documentation.
- 7.3** Garrigues undertakes to safeguard the confidentiality of all the information and documentation received from the Client that is not in the public domain and may only disclose such

information and documentation with the authorization of the Client or where ordered to do so by any administrative or court authority or an authority authorized for such purpose. Where Garrigues acquires word processing, photocopying, translation or any other type of service from providers, it shall safeguard the confidentiality of the Client's information and documentation, ensuring that the relevant providers sign a confidentiality agreement.

- 7.4** Garrigues' duty of confidentiality with respect to the information and documentation received from the Client shall not be applicable in respect of the representatives and contact persons of the Client itself or of other of the Client's professional advisers participating in the same engagement, unless the Client establishes any prior directions or restrictions to the contrary.
- 7.5** On termination of the provision of Services, Garrigues shall return to the Client all such original documentation as may be in its possession in relation to such Services or the specific case to which the Services refer, subject to prior notification from the Client of the terms on which such return is to be carried out.
- 7.6** The Client authorizes Garrigues to retain a copy of any information and documentation furnished by the Client in relation to the provision of the Services for the length of time it sees fit, subject to Garrigues' duty of confidentiality. Garrigues does not accept any obligation whatsoever to retain such copies for a specific period of time, and may destroy its files without requiring any authorization whatsoever. If the Client needs Garrigues to preserve its files, it must expressly so request and shall assume any supplementary costs that Garrigues may incur in respect of maintaining and accessing the files and sending documents.
- 7.7** Unless expressly indicated otherwise by the Client, the Client authorizes Garrigues to make public its involvement in the provision of the Services to the Client, provided no confidential information is disclosed.

## **8. Communications**

- 8.1** The Client accepts non-coded e-mails as a valid means for the flow and exchange of documentation and information and, in general, as a channel of communication with Garrigues for the provision of the Services. The Client exempts Garrigues from any liability for the interception of or access to e-mails by unauthorized persons, as well as from any damage or losses that may be caused to the Client as a result of computer viruses, network failures or similar circumstances, unless such circumstance is attributable to Garrigues.
- 8.2** By mutual agreement and with respect to any predefined documents or information of particular materiality or sensitivity that so require, the parties may establish additional security measures and procedures for the sending and exchange of information and documentation.

## **9. Conflicts of interest**

- 9.1** Garrigues provides services to a significant number of clients, both Spanish and foreign, in a very broad range of specialized fields and areas. Garrigues has in place internal procedures to check and confirm potential conflicts of interest. Nonetheless, where the Client is aware of any

circumstance that may, in its opinion, give rise to a situation of conflict of interest, it must notify Garrigues immediately. Moreover, Garrigues shall immediately inform the Client where it becomes aware of any conflicts of interest that may arise due to any circumstance, whether anticipated or not.

**9.2** Garrigues may act on behalf of any third party (even in the event that the interests of such third party are contrary to the interests of the Client, whether in or out of court), provided such services refer to cases or issues that bear no relation to the issues engaged by the Client from Garrigues (and even where this may entail acting against the Client itself or against any other entity in which it has an interest), without there being any conflict of interest in such circumstance preventing Garrigues from accepting and performing such engagements in favor of third parties, except in those cases in which, pursuant to the professional regulations or code of ethics governing Garrigues' activity, this proves impossible.

## **10. Statutory compliance**

**10.1** Pursuant to the legislation in force on anti-money laundering and financing terrorism, Garrigues is subject to obligations to check the identity of the Client and its operations and activities. The Client undertakes to provide Garrigues, completely and accurately, with all such information as may be necessary and required of it for such purposes (both from the Client itself and, as the case may be, from its shareholders, investors, directors, related persons, etc.) and expressly authorizes Garrigues to take any steps towards confirmation that it deems appropriate in such connection. Where it fails to obtain the necessary information, Garrigues shall be unable to provide the Services to the Client, without such circumstance giving rise to any type of liability for Garrigues.

**10.2** Garrigues is also subject, on the terms as laid down by law, to the obligation to notify the General Inspector of Financial Information of any fact or operation, even on a purely tentative basis, in relation to which there is any indication or certainty that it is related to money laundering or the financing of terrorism, and must refrain from performing any operation where such circumstances come to light. Garrigues shall not be liable to the Client for any such damage or loss as may be suffered by the Client as the result of Garrigues' compliance with such statutory obligations.

## **11. Termination**

**11.1** The Client may deem the provision of Services to have been terminated at any time, without any need to plead any grounds in such connection.

**11.2** Subject to compliance with the professional regulations or code of ethics regulating its activity, Garrigues may terminate the provision of Services in progress (or reject the management of one or more specific cases) at any time, with reasonable advance notice, due to loss of trust or ethical reasons or reasons of any other kind.

**11.3** The Client shall at all times be obliged to pay the fees and expenses accrued to Garrigues up to the date of termination of the Services.

**11.4** On termination of the provision of the Service, Garrigues shall be under no obligation to provide any additional service or furnish the Client with updated versions of the

information, opinions, recommendations, counseling, or advisory services provided due to changes to the legislation or facts subsequent to that termination.

**11.5** Unless Garrigues and the Client agree otherwise, any access by the Client to the website (extranet) of the Service, in addition to the use of any connectivity computer programs licensed for such purposes and the sending of newsletters, round-ups and other commercial communications between the Client and Garrigues, shall cease on the date of termination of the Services.

## **12. Liability**

**12.1** Garrigues accepts full liability for the Services provided in its name by other Garrigues Group entities or by professionals or employees belonging to Garrigues Group, be they partners, employees or consultants.

**12.2** Garrigues shall be liable to the Client for any such damage or loss as may be caused to it for reasons attributable to Garrigues or its professionals or employees as a result of willful misconduct or serious negligence. Other than in the above cases, the extent of Garrigues' liability shall be governed by the terms of the relevant Engagement Letter. Under no circumstance shall Garrigues be liable for any damage deriving from or caused, in whole or in part, by misrepresentation, concealment or any other conduct on the part of the Client that may be willful or negligent, or not performed in conformity with the principles of good faith, or for breaches arising for reasons outside of its reasonable control.

**12.3** Garrigues' liability shall be limited to direct damage (excluding therefore loss of profit, loss of business or reputational damage) actually caused to the Client.

**12.4** Garrigues' liability to the Client in relation to the Services is subject to a written claim sent by the Client, determining in sufficient detail the nature of the claim and the amount claimed, within not more than three (3) years from the date of termination of the provision of the Services, other than in the event of willful misconduct, in which case the statute of limitations shall apply.

**12.5** Garrigues' potential liability shall arise solely with respect to the Client. Garrigues shall not be liable for any such damage as may be caused to third parties as the result of any use the Client may make of the Services outside their intended purpose, unless such use has been expressly authorized by Garrigues, in which case Garrigues' liability shall be brought into line with the terms and conditions agreed on for such purpose.

**12.6** The Client undertakes not to induce any third party to file a claim against other Garrigues Group entities or against Garrigues Group professionals or employees in relation to the services.

**12.7** In the event of a claim by the Client against Garrigues on any ground, where External Professionals or other persons or entities unrelated to Garrigues Group act in the engagement Services and may be held liable, Garrigues' proportional liability to the Client may not be increased as a result of: (i) an agreement with another liable person limiting or exempting their liability; or (ii) the inability to obtain indemnification from another liable person.

**12.8** Under no circumstances shall Garrigues be deemed exempt from liability for acts or omissions where relief from liability is not available pursuant to the applicable laws or provisions, nor may it be reduced below the relevant minimum amount per claim (with respect to which liability exists) pursuant to the applicable legislation.

### **13. Personal data protection**

#### **13.1 Information to signatories and contact persons**

The controller of the personal data that you provide in the Engagement Letter shall be the Garrigues Group company that signs it.

If you are the representative of a legal entity client we shall process your data based on the legitimate interest in keeping in contact with the entity you represent.

If you are a self-employed worker or natural person we shall process your data on the basis of our contractual relationship in order to provide the services requested.

You may exercise your rights of access, rectification, erasure, restriction of processing and objection at any time by contacting the Company at the following address [privacy@garrigues.com](mailto:privacy@garrigues.com)

We shall not disclose your personal data to any third parties unless there is a legal obligation to do so, we expressly inform you accordingly, and it is necessary in order to provide the services. The Company's service providers that have to access your data to provide these services may access your personal data.

Should you require more information on the processing of your personal data, please click on the following link: <http://www.garrigues.com/doc/doc/Garrigues-privacy-policy-CGC-EN.pdf>

#### **13.2 Garrigues as data processor:**

In the event that Garrigues needs to access personal data controlled by the client as part of the services subject-matter of this Engagement Letter, the indications made in this clause shall apply. The client, as controller of the personal data, makes available to Garrigues the identifying particulars of its employees, clients, service providers and/or contact persons. The provision of services by Garrigues implies the performance of the necessary processing to provide the service, such as collection, recording, structuring, alteration, storage, retrieval, consultation, dissemination, combination, alignment, restriction, erasure, destruction or any other resulting from the services indicated in the Engagement Letter.

#### **13.3 Garrigues' obligations as data processor:**

Garrigues states that:

- It has sufficient technical capacity to fulfill its obligations resulting from the provision of services in relation to personal data protection legislation and it can give an undertaking, to the extent required by the provision of the services, to comply with the requirements of Regulation (EU) 2016/679 of the

European Parliament and of the Council of 27 April 2016 ("GDPR").

- It shall maintain the secrecy and confidentiality of any personal data controlled by the client to which it shall have access and shall process them solely on behalf of the client.
- It shall use said data solely in order to provide the services and, shall not use them or apply them in any way that exceeds such purpose. Should the client request any type of processing that exceeds the provision of the service, it shall set it out in writing through the relevant instructions.
- It shall not disclose to third parties, not even for their storage, any data to which it has access by virtue of the provision of the services, or any preparations, evaluations or similar processes it may carry out with said data, nor shall it duplicate or reproduce some or all of the information, results or relationships regarding such data, save where legally required to do so.
- It shall make available to the client, at the client's request, all information necessary to evidence the fulfilment of its obligations, and for the performance of any audits or inspections carried out by the client, or any other auditor on its behalf.
- It has appointed a data protection officer whose contact details are as follows: [dpo@garrigues.com](mailto:dpo@garrigues.com)
- The persons in Garrigues who are authorized to process personal data, expressly undertake in writing to respect the confidentiality and to comply with the relevant security measures. Garrigues shall provide the necessary training in personal data protection to the authorized persons.
- It shall provide the necessary support to the client in performing impact assessments and prior consultations to the supervisory authority, where applicable and reasonably necessary.
- In the event that Garrigues considers that complying with a particular instruction given by the client could involve the breach of data protection legislation, it may suspend the application of the corresponding instruction while it waits for a decision by the client in relation to the withdrawal, correction or confirmation of the instruction. Should the client decide not to modify the instruction, even against Garrigues' recommendations, the client shall hold Garrigues harmless from any penalty or claim that may arise as a result of the application of the instruction that violates data protection legislation.
- On completion of the services and at the client's request, it shall return the personal data to which it has had access, as well as any documents or media on which such data are recorded. In such event, the costs of returning the data may be charged to the client. In particular, Garrigues undertakes to return: (i) any data included in the filing systems controlled by the client that the client may have made available to Garrigues as a result of the provision of the services; (ii) any data generated (where applicable) as a result of the

processing by Garrigues of the data controlled by the client; and (iii) all media or documents on which any such data are recorded.

- As data processor, it shall notify without delay and in all cases within a maximum of 24 hours, via email, of any suspected or confirmed incident relating to protection of the data, any data processing that may be considered unlawful or unauthorized, any loss, destruction or damage to personal data within the area of responsibility of Garrigues (caused by Garrigues, its personnel, agents or subcontractors) and of any incident that may be considered a personal data breach, together with all relevant information in order to document and communicate the incident to the authorities or affected data subjects. It shall also assist the client, in the event of a personal data breach, in order to ensure compliance with the obligations to notify a personal data breach in accordance with the GDPR (in particular, articles 33 and 34 GDPR) and with any other applicable rules that may amend or supplement it or which may be enacted in the future.
- It shall assist the client when asked to do so by means of a reasonable request, providing the information and/or documents required by the client to adequately respond to any request to exercise the rights of access, rectification, erasure, objection, restriction of processing and/or portability it may receive from data subjects, all within reasonable time periods.
- Where Garrigues directly receives a request to exercise the rights of access, rectification, erasure, objection, restriction of processing and/or portability from the data subject, it undertakes to immediately convey such request to the client so that the client can respond to the request by the legally established deadline.
- It shall not outsource the services to any third parties unless they are logistics, technology or systems services that Garrigues requires in order to provide its services correctly. Where Garrigues needs to outsource any data processing, it shall inform the client of the services and processing it intends to outsource, the identity of the subcontractor and its contact details. This notice must be served by Garrigues as soon as possible.
- It shall keep a written record of all categories of processing activities carried out by virtue of the Contract.
- It shall not carry out international transfers of the personal data controlled by the client to which it has access, unless it obtains prior written authorization from the client or they are duly regulated.
- It shall have a general description of the technical and organizational security measures relating to:
  - (i) the pseudonymisation and encryption of personal data;
  - (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - (iii) the ability to restore the availability and access to

personal data in a timely manner in the event of a physical or technical incident;

(iv) the process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

- It has implemented all technical and organizational security measures applicable in accordance with the provisions of the GDPR (in particular, without limitation, article 32 thereof). The security measures applicable to the services are those indicated above and, in particular, those established in the ISO-27001 certification, and the certified entity is Garrigues. The security measures may be updated if it is compulsory to do so under any rules that may be enacted in the future. Should this affect the cost of the services engaged, the parties shall agree on the appropriate measures to resolve the situation. You may request details of the security measures by writing to the Data Protection Officer at [dpo@garrigues.com](mailto:dpo@garrigues.com)

#### **14. IP**

**14.1** The IP rights in the documentation created and in the original ideas conceived by reason of the provision of the Services shall be held by Garrigues.

**14.2** The Client may utilize, exclusively for its own use, all the documentation created by Garrigues by reason of the provision of the Services, and may not distribute such documentation or provide access thereto to other persons other than the Client, without the express prior written consent of Garrigues.

#### **15. Entire Agreement**

**15.1** These General Terms and Conditions replace and render null and void any earlier agreement between the Client and Garrigues. Unless provided otherwise by the Client and Garrigues, these terms and conditions represent the entire agreement reached by the parties in relation to the professional services engaged, and shall generally be supplemented by one or more Engagement Letters which, among other elements, shall include the specific services to be provided, the team responsible for doing so and the relevant fees.

**15.2** Unless provided otherwise, these Standard Terms and Conditions shall apply to any future engagement made by the Client to Garrigues.

**15.3** Garrigues shall not be obliged to commence the provision of the Services until it has received a copy of the Engagement Letter and of these Standard Terms and Conditions signed by the Client for its files and payment of the fees linked to acceptance of the Engagement Letter has been made, on the terms provided for therein. The sending of any instructions to Garrigues from the Client shall be construed as a tacit acceptance of these Standard Terms and Conditions.

**15.4** Should it be determined that any of these terms and conditions are null and void, none of the remaining terms and conditions shall be affected thereby, and they shall remain fully in force.

**16. Amendments**

Garrigues may amend these Standard Terms and Conditions at any time, subject to the following:

- (i) In the event of ongoing services, the applicable Standard Terms and Conditions shall be those published at [www.garrigues.com](http://www.garrigues.com) at the time in which the relevant services are performed.
- (ii) In the event of services relating to a specific matter, the applicable Standard Terms and Conditions shall be those referred to in the relevant Engagement Letter. However, amendments to the Standard Terms and Conditions introduced at a later stage shall be applicable, provided that those amendments are notified to the Client and remain unchallenged after a period of 21 calendar days. For the avoidance of doubt, the Client shall be deemed to have accepted the amendments if, in that period, the Client does not make any written objection in that connection.

**17. Governing law. Jurisdiction**

**17.1** The relationship between the Client and Garrigues is expressly subject to Polish law.

**17.2** In order to hear any such disputes or claims as may arise over the interpretation or performance of the legal relationship between the Client and Garrigues, the two parties, with an express waiver of any other jurisdiction to which they may be entitled and notwithstanding the mandatory provisions on jurisdiction, voluntarily submit to the courts of the city in which the Garrigues office with which they have entered into the Services is located.

**Garrigues Polska  
Version: May 2018**

I have read, understood and accepted these general terms and conditions.

Signed: .....

Date: .....