

## Standard Terms and Conditions Garrigues Portugal, S.L.P. – Sucursal

These standard terms and conditions are applicable to the provision of services by Garrigues, but are subject to such specific conditions as are agreed between Garrigues and the Client (“the **Engagement Letter**”), which shall prevail over this document in the event of any discrepancy between the two. In this document: (i) “**Garrigues**” means Garrigues Portugal, S.L.P. – Sucursal, a branch office of a firm of lawyers registered with the Bar Association under No. 02/04, domiciled at Av. da República, 25 – 1<sup>st</sup> floor, 1050-186, Lisboa, with sole commercial and collective entity registration number 980 303 974; (ii) “**Garrigues Group**” means Garrigues and the entities associated to it on the date on which the Engagement Letter is issued and which are identified as such in the Engagement Letter sent to the Client; and (iii) “**Services**” are the services that are the subject of the Engagement Letter, including the related result.

### 1. Scope of application

**1.1** The Parties to the legal relationship governing the provision of Services are Garrigues and the Client. These Services shall be understood to be provided solely and exclusively to the Client and may not be assigned by the latter to third parties or used by persons or entities other than the Client, without the prior express written authorization of Garrigues.

**1.2** The party having the legal relationship with the Client is Garrigues, on which all of the rights and obligations inherent to the exercise of the professional activity are conferred, regardless of the participation in the Services of any other entities in the Garrigues Group. Garrigues assumes full liability in relation to the Services provided by its professionals and by other entities of the Garrigues Group.

**1.3** Unless otherwise expressly agreed, the Services are limited exclusively to the Portuguese jurisdiction.

### 2. Services

**2.1** Garrigues shall provide the Client with the Services specified in the Engagement Letter issued for each specific project or subject. Any amendment to the Engagement Letter must be agreed between Garrigues and the Client, and registered in writing.

As part of the provision of the Services, Garrigues Group entities may send a Client experience and satisfaction survey, which shall not be considered a commercial communication under any circumstances.

**2.2** Any decision regarding the execution, monitoring or implementation of any advisory services, counselling, opinion or recommendation provided by Garrigues within the context of the Services is at the exclusive discretion of the Client.

### 3. Involvement of professionals unrelated to Garrigues

**3.1** Unless expressly provided otherwise, the Services shall be confined exclusively to the Portuguese jurisdiction.

**3.2** In the event of the participation of firms not belonging to Garrigues Group or of other external advisers unrelated to the Garrigues Group (“**External Professionals**”), unless expressly provided otherwise: (i) the involvement of Garrigues in the matter in question shall be limited to activities for coordination of and contact with the External Professionals; (ii) the relationship of provision of services 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 the advisory services provided to the Client by the External Professionals.

### 4. Engagement team

Notwithstanding any specification in the Engagement Letter of the professionals assigned to the Services contracted, Garrigues may replace them or change their number, where it deems it appropriate or necessary with regard to the needs of the Client or the specifics of the subject.

### 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 accordance with the quantification methods established therein.

**5.2** Unless otherwise indicated, the estimated or budgeted fees are indicated net of Value Added Tax and of any other such indirect taxes as may be applicable, which shall be included in the invoice as separate items.

**5.3** The amount of fees 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*, notary services, registration services, or management of announcements in the press or official publications) shall be subscribed and paid for directly by the Client. However, these services may be contracted and paid for by Garrigues on behalf of the Client, when the Client so requests and provided that, at the request of Garrigues, the Client has previously made the relevant provision deposit beforehand. Under no circumstances shall Garrigues be obliged to advance or provide funds to the Client, or make payment on behalf of the Client of any expenses or for services not previously agreed on the conditions referred to above.

**5.5** The provision deposit made by the Client shall be allocated by Garrigues to pay for expenses or services on behalf of the Client. However, the Client expressly authorizes Garrigues, subject to prior notice to the Client, to allocate the provision deposits to payment of any fees that are due and payable.

**5.6** The fees and expenses must be paid regardless of the result of the operation or matter to which the Services refer.

**5.7** The Client’s obligation to pay the fees and expenses to Garrigues is separate from any right that the Client may have vis-à-vis 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 otherwise agreed between the parties, the invoices issued by Garrigues shall be payable on their due date, in the currency and on other terms specified in them, and Garrigues reserves the right to charge arrears interest in the event of any delay in payment.

**6.2** Any objection on the part of the Client in relation to an invoice must be sent promptly to the Garrigues partner in charge of the matter, and in this event the non-contested part of the invoice must be paid immediately.

**6.3** In the event of any advance or pre-payments made by the Client under the Engagement Letter where, for any reason, there is a surplus in favour of the Client on conclusion of the Services, Garrigues shall immediately repay such surplus, in accordance with

the Client's instructions for the purpose.

**6.4** If an invoice is not paid, Garrigues may, upon giving written notice and in accordance with the applicable professional regulations, suspend any provision of Services to the Client, without such circumstance entitling the Client to make any claim or complaint for such suspension or for any damage that may derive from it. For as long as such situation of non-compliance continues, and in compliance with the provisions of the applicable professional regulations, Garrigues may exercise the right to retain any documents of the Client that are in its possession.

**6.5** If the Client requests the provision of Services to entities under its control or to any other third parties, Garrigues shall directly invoice the entity indicated, although the Client must pay any amount that is not settled on its due date.

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

**7.1** Garrigues shall request from the Client all the information and documentation which, 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 any claim by a third party due to access to the information or documentation sent by the Client or at its request.

**7.2** Under no circumstances shall Garrigues be liable for any consequences that may arise for the Client as a result of 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 made available by the Client that is not in the public domain, and may disclose it only with the authorization of the Client or where ordered to do so by any administrative or court authority or an authority legally authorized for such purpose. If Garrigues subcontracts work to providers of word processing, photocopying, translation or any other type of services, it shall safeguard the confidentiality of the Client's information and documentation, ensuring that the providers concerned execute 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 relation to the representatives and contact persons of the Client itself or of other of the Client's professional advisers participating in the same matter, unless the Client establishes any prior indications 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 subject to which the Services refer, subject to prior indication by 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 provided by it for the purposes of 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 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 costs that Garrigues may incur in respect of maintaining,

providing access to and sending the documents.

## **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 interception of or access to e-mail messages by unauthorized persons, and for any damage or losses that may be caused to the Client as a result of computer viruses, network failures or analogous situations, unless they are attributable to Garrigues.

**8.2** By agreement, for such previously-defined documents or information of special importance or sensitivity which may require it, the Parties may establish additional procedures and measures of security for the issuance and exchange of information and documentation.

**8.3** Garrigues shall not assume any liability whatsoever for any consequences deriving from the use, at the request of the Client, of third-party online document storage platforms unrelated to Garrigues.

## **9. Conflict of interest**

**9.1** Garrigues provides services to a large number of clients, both Portuguese and of other nationalities, in a very wide range of specialities and subjects. Garrigues has established internal procedures for review and verification of possible situations of conflict of interest. However, if the Client is or becomes aware of any circumstance which, in its opinion, could give rise to a situation of conflict of interest, the Client should inform Garrigues of it immediately. Garrigues will immediately inform the Client when it is or becomes aware of situations of conflict of interest which might be produced by any circumstance, either supervening or not.

## **10. Statutory compliance**

**10.1** Under the legislation to fight money laundering and financing of 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 about the Client itself and, as the case may be, about its stockholders, partners, participants, managers, related parties, etc.), and expressly authorizes Garrigues to take any steps for checking that it considers to be appropriate in this connection. If it does not obtain the necessary information, Garrigues will be unable to provide the Services to the Client, and this circumstance will not give rise to any type of liability for Garrigues.

**10.2** By law, Garrigues is also subject to the obligation to notify the President of the Bar Association of any fact or transaction, 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 carrying out any operation in relation to which such circumstances are found. Garrigues shall not be liable to the Client, under any circumstance or in any way whatsoever, for any damage or loss that the Client may suffer as a result of Garrigues' compliance with such legal obligations.

**10.3** In accordance with the provisions of Council Directive (EU) 2018/822 of 25 May 2018 (the "Directive") and the applicable transposing legislation in the corresponding jurisdiction, Garrigues may be obliged, when its actions may be classed as those of a "tax intermediary" and the exemptions provided for in the Directive and the transposing legislation do not apply, to report to the Spanish tax authorities or those of any other EU Member State in which Garrigues is established any cross-border transactions that contain any of the hallmarks set out in the Annex to the Directive. This obligation takes effect from June 25, 2018.

## 11. Termination

- 11.1** The Client may deem the provision of the Services to be terminated at any time, without the need to invoke any grounds.
- 11.2** Subject to compliance with the professional regulations applicable to its activity, Garrigues may deem the provision of Services in progress to be terminated (or reject the management of one or more specific cases) at any time, with reasonable advance notice, due to loss of trust, ethical reasons, breach by the Client of the applicable legislation or reasons of any other kind.
- 11.3** In any of these events, the Client shall have the obligation to pay the fees of Garrigues, and the expenses it has incurred, up to the date of conclusion of the Services.
- 11.4** Once the provision of the Services has terminated, Garrigues shall be under no obligation to provide any additional service, or to provide the Client with updated versions of the information, opinions, recommendations, counselling, or advisory services provided, arising from changes to the legislation or events subsequent to that termination.
- 11.5** Unless Garrigues and the Client agree otherwise, any access made available by Garrigues for the Client to the website (extranet), and the use of any computer connectivity programs licensed for such purposes, and the sending of newsletters, round-ups and other communications between the Client and Garrigues, shall cease on the date of conclusion of the Services.

## 12. Liability

- 12.1** Garrigues assumes full liability in relation to the Services provided in its name by its professionals and by other entities of the Garrigues Group.
- 12.2** Garrigues shall be liable to the Client for such damage or loss as the Client suffers for reasons attributable to Garrigues or to its professionals by reason of intent to harm 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: (i) any damage deriving from or caused in whole or in part by misrepresentation, concealment or any other conduct on the part of the Client with intent to harm, or which is negligent, or not carried out in accordance with the principles of good faith; or (ii) non-compliance by Garrigues arising from causes that are beyond its control.
- 12.3** Garrigues' liability shall be limited to direct damage actually caused to the Client (hence excluding loss of profits, loss of business or damage to reputation).
- 12.4** Garrigues' liability to the Client in relation to the Services is subject to the Client sending a written complaint, determining in sufficient detail the nature of the claim and the amount claimed, within not more than three (3) years from the date of provision of the Services that are the subject of the complaint.
- 12.5** Any liability of Garrigues 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 a result of any use that the Client may make of the Services, unless such use has been expressly authorized by Garrigues, in which case Garrigues' liability shall be in line with the terms agreed on for this purpose.
- 12.6** In the event of a complaint by a Client against Garrigues

and if External Professionals or other parties or entities not connected with the Garrigues Group have taken part and may have liability, the proportional liability of Garrigues to the Client may not be increased by reason of: (i) an agreement with another liable person on limitation of or exemption from their liability; nor (ii) impossibility of obtaining an indemnity from another liable person.

- 12.7** Other than in the above cases, the extent of Garrigues' liability shall be governed by the terms of the relevant Engagement Letter

## 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 [privacidade@garrigues.com](mailto:privacidade@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. Intellectual property**

- 14.1 The intellectual property rights in the documentation drafted and in the original ideas conceived by reason of the provision of the Services shall be the property of Garrigues.
- 14.2 The Client may utilize, exclusively for its own use, all the documentation produced by Garrigues in the provision of the Services, and may not distribute such documentation nor provide access thereto to persons other than the Client, without the prior express 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 otherwise agreed between the Client and Garrigues, these terms and conditions constitute the entire agreement reached by the parties in relation to the Services, and shall be complemented by one or more Engagement Letters.
- 15.2 Unless otherwise agreed, these Standard Terms and Conditions shall apply to any future matter on which the Client engages Garrigues in the future.
- 15.3 Garrigues shall not be obliged to start 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 and, if applicable, payment of the fees which, under the Engagement Letter, are to be invoiced at the time of its acceptance. Sending of any instructions to Garrigues by 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, and they shall remain fully in force.

**16. Amendments**

Garrigues may amend these Standard Terms and Conditions at any time, in which case Garrigues shall notify the Client of the proposed changes. If the Client remains silent, the alterations shall come into effect after 15 (fifteen) calendar days from receipt of such notice. If the Client does not accept the revised terms and conditions, it may bring the relationship with Garrigues to an end.

**17. Governing law; jurisdiction**

- 17.1 The relationship between the Client and Garrigues is subject to Portuguese law.
- 17.2 The Parties accept that any litigation arising from the interpretation or performance of the contractual relationship established between the Client and Garrigues shall be submitted to the Courts of the Legal District in which the office of Garrigues with which the Services were contracted is located, expressly waiving any other.

I have read, understood and accepted these General Terms and Conditions.

Name of person signing: .....

Position / Function: .....

Signature: .....

Date: .....