

## **General Terms and Conditions of Contracting – FILS Abogados, S.L.P.**

### **1. Scope**

These general terms and conditions shall apply to all service proposals issued by FILS Abogados, S.L.P. ("**FILS**"). The provisions of the relevant service proposal executed between FILS and the client (the "**Client**" and the "**Proposal**") shall in all cases prevail over the provisions of these general terms and conditions (the "**General Terms and Conditions**").

### **2. Intervention of Professionals and Third Parties not Related to FILS**

Unless expressly agreed otherwise, the Services shall be limited to advising on Spanish civil and commercial law.

In this regard, unless expressly provided otherwise in the Proposal, FILS does not provide services related to fiscal, tax, labor, administrative, or foreign law. In cases in which such advising is required, FILS shall endeavor to provide the Client with the contact information of collaborating law firms and advisors that may be able to provide such services to the Client.

The final decision whether to engage said law firms or advisors shall in all cases be made by the Client, and FILS shall not be liable for any services provided by said law firms or advisors.

### **3. Services**

The services provided by FILS are provided for the sole and exclusive benefit of the Client and may not be used for any other purpose or by any third party, whether a natural or legal person, to whom the advising is not specifically provided.

Unless expressly provided otherwise, the Client authorizes FILS to disclose its involvement in the relevant case. The foregoing shall under no circumstances be construed as an authorization for FILS to disclose information on the case, which shall always be treated as strictly confidential.

FILS is under no obligation to start providing any services until it has received, to its satisfaction, a copy of the Proposal and these General Terms and Conditions countersigned by the Client (or of the Proposal only, if the General Terms and Conditions have been incorporated by reference) and until the fees for acceptance of the Proposal have been paid under the agreed terms.

### **4. Fees and Invoicing**

Unless expressly agreed otherwise, the invoices issued by FILS shall be payable on demand.

The fees specified in the Proposal include neither Value Added Tax (or any analogous applicable

tax) nor any expenses reasonably incurred by FILS, in accordance with its expenses policy (which may be requested by the Client at any time), for travel, lodging, meals, telecommunications, courier services, translations or reprography services as deemed useful or convenient to achieve the Client's goals. The Client may be invoiced for these expenses at any time and shall be required to pay all such invoices.

All expenses and costs are subject to VAT (as required by applicable law) and shall be paid by the Client.

In the event that the opposing party in any procedural case is ordered to pay court costs and attorney's fees, the Client shall not be released from its liability to pay the fees and expenses of FILS.

FILS is hereby expressly authorized to, in the event of the non-payment of any invoice, and subject to prior written notice and in compliance with applicable professional and deontological regulations, suspend the provision of services to the Client, in which case the Client shall have no rights whatsoever to file any claim for said suspension or for any damages which may result therefrom.

FILS reserves the right to withhold any documents or other deliverables of the Client until such time as all outstanding fees have been paid.

If the services are provided for or on behalf of a third party, FILS shall directly invoice the relevant third party (unless provided otherwise). However, the Client shall remain equally liable for payment of the fees to FILS.

### **5. Client's Liability**

The Client hereby declares that all information provided to FILS by any means is true and complete, whereby FILS is under no obligation to review the accuracy of such information.

FILS is under no obligation to update any of its work in light of any events or circumstances which may arise or of which it may become aware after having issued its reports and/or briefs.

The party signing on behalf of the Client declares under its own responsibility that he/she has sufficient power to execute the Proposal and General Terms and Conditions.

### **6. Data Protection**

In compliance with the regulations in force, the information of the Client and the signing party

("Client Data") shall be included by FILS in a file owned thereby.

Unless provided otherwise in the Proposal, FILS may collect, use, transfer, store or process, in any other manner, Client information relating to identified or identifiable natural persons ("Personal Data").

The Client Data and, as the case may be, the Personal Data shall be processed for the purpose of maintaining, developing, monitoring and implementing the professional relationship with the Client.

In processing the above-mentioned data, FILS undertakes to:

- establish the appropriate technical and organizational measures to protect the Personal Data. Unless otherwise specified and justified by the Client, FILS shall assume the applicability of basic level security measures; and
- in the case of Personal Data, destroy or return to the Client all Personal Data to which it had access.

Both the Client and the person to whom the Personal Data refers may exercise their rights of access, correction, removal or objection at any time by sending an e-mail to [info@filslegal.com](mailto:info@filslegal.com) or by postal mail to the following address: c/ Fontcoberta 1-9, 08034 Barcelona, ATTN: FILS Legal – Data Protection Department. The owner of the Personal Data shall include a copy of his/her Spanish identification card.

The Client is hereby informed and expressly authorizes FILS to allow companies and professionals providing support services to FILS to access the Client Data and Personal Data, to the extent said access is necessary for performance by FILS of the Services.

## **7. Notices and Documentation**

The Client hereby agrees to the use of unencrypted e-mail as a convenient and regular means of communication for the exchange of information and documents. The Client further agrees to the use, on a case-by-case basis, of online platforms (e.g. WeTransfer or similar) for the delivery of large amounts of information.

FILS shall not be liable for any damages or losses caused by any unauthorized interception or access to any e-mails nor for any damages or losses caused by any virus or computer or network failure.

In cases where the Client considers that a given notice or document requires a more secure means of communication, the Client shall notify FILS of such a circumstance so that both parties may jointly adopt the measures necessary to ensure the security thereof.

Notwithstanding the provisions of the Proposal and of these General Terms and Conditions, FILS

is entitled to store in its files all documents and materials obtained and generated in the provision of the Services. FILS reserves the right to destroy these files and documents after the period of one year.

## **8. Compliance**

The Client undertakes to provide FILS with all documentation required by any money laundering and terrorism financing prevention laws.

Any failure to or unreasonable delay in delivery, of more than one month, of such information shall constitute cause for FILS to terminate provision of the services while maintaining the right to collect all amounts already invoiced.

## **9. Termination**

The Client may terminate the provision of services by FILS at any time, subject to the ongoing obligation of the Client to pay all invoices already issued. In addition, FILS shall issue a final invoice for all services provided from the time of issuance of the last invoice up until the time of termination.

In cases where the Proposal provided a success fee, if (i) the Client terminates the agreement without cause; (ii) more than 30% of the Proposal has already been invoiced; and (iii) the event triggering the success fee has already occurred, said success fee shall fall due in favor of FILS and be invoiced immediately. The Client shall be required to notify the occurrence of such event to FILS.

Subject to compliance with professional regulations, FILS may terminate the provision of services at any time and by any means, subject to reasonable prior notice.

## **10. Governing Law and Jurisdiction**

The General Terms and Conditions are governed by Spanish law.

To the extent applicable legislation so permits, all issues directly or indirectly affecting the validity, interpretation, compliance or implementation of the Proposal or provision of services by FILS shall be submitted to the exclusive jurisdiction of the Courts and Tribunals of the city of Barcelona.