
Lullius + Partners.

Standard Terms of Engagement

Applicable since 1 January 2023

Modified on 1 January 2023

1. Purpose and scope of application

These standard terms of engagement (“**Standard Terms of Engagement**”) apply to the legal advice and services (“**Services**”) that Lullius Partners, S.L. (“**LP**”) provides its clients (“**Client**”, and, together with LP, “**Parties**”). Specific legal aspects will be established and agreed for each matter or several matters (“**Matter**”).

2. General principles

The relationship between the Parties is based on mutual trust and effective and clear communication, which are essential to provide the Services efficiently. To this end, the Client will provide LP with information and documents (including in relation to deadlines) as soon as possible at the start of and during the Services, and in particular, any changes to the information already provided.

LP will provide the Services pursuant to the principles and values of independence, integrity, loyalty and diligence, and the rules of legal ethics and professional conduct in Spain.

The relationship between the Parties entails the provision of legal services and LP lawyers are under no obligation to accept or follow the Client’s instructions when they may compromise their professional independence or judgement.

3. Professional services

The Parties will define the nature and scope of the Services at the start of each Matter. However, the Parties may agree to modify them at any time during the Services. If the Parties do not define the scope and nature of the Services, LP will provide standard legal advice on the Matter.

LP will use its own material and human resources to provide the Services. It will assign to each Matter a team of LP lawyers who, in the firm's opinion and according to its quality standards, have the most appropriate expertise, experience and seniority given the specific needs of the Client or Matter. LP may make changes to the team. LP will appoint one or more lawyers to liaise with the Client and handle the exchange of information regarding the Matter.

The Services will be provided solely to the Client and not to any other person or entity such as the Client's parent company, subsidiaries, or related companies or advisors. The Client agrees that it will not, directly, indirectly, fully or partially, assign, pledge, encumber or otherwise dispose of its rights and obligations under these LP Standard Terms of Engagement or any other payment obligation deriving from the same, in favour of any third party.

4. Third-party professionals

If third-party professionals (experts, notaries, court agents, overseas lawyers, etc.) are needed for the Services, the Client will be responsible for their appointment and the terms under which they provide their services. LP will not be responsible for their work, even if LP has assisted the Client with their appointment.

The Client will agree the fees and expenses directly with the third-party professionals and LP will not be responsible for collecting or paying them. In exceptional circumstances, LP may pay these fees and expenses on behalf of the Client provided the Client agrees to reimburse LP.

5. Fees, expenses and invoicing

The Parties will agree on how LP's professional fees are to be calculated, invoiced and paid in advance of work commencing.

Where the Parties agree that the Services will be invoiced on an hourly rate, LP will inform the Client of its hourly rates.

In the absence of an agreement on how the Services will be invoiced, the time dedicated to the Matter will be one but not necessarily the only factor to be taken into account. The weight given to time when determining fees depends on the nature of the work. Fees are calculated in a measured and reasonable manner, without using automatic formulas and taking into consideration the characteristics of the Matter. LP endeavours to charge fees at a competitive rate that takes into account the Client's expectations.

The Client will be charged for the expenses that LP incurs to provide the Services. These expenses will be itemized in the professional fee statement that the Client will be sent. LP may request the Client to provide funds in advance to cover these expenses.

Payments to third parties (for travel expenses, courier services, translations, telephone charges, meals, the services of third-party-professionals as established in section 4, etc.) will be justified with receipts. LP will bill the Client for these expenses in its next invoice. LP will also bill the Client for any internal expenses incurred to provide the Services (e.g. overtime pay for administrative staff) by reference to its records.

The Client must pay all the fees and expenses incurred by LP if the Services are terminated early. LP's invoices are payable at sight, and in all cases within 10 days of the invoice date. They are payable by transfer to the bank account indicated by LP, or by the person or company that issues the invoice.

6. Communications

Email is one of the most commonly used means of communication. The Parties agree and accept that sending information by email entails risks (e.g. delays, delivery failures, erroneous deliveries, loss of data, interception and misuse by third parties) for which LP will not be held responsible. Although LP's systems are protected by antivirus software, LP does not guarantee that emails sent from its system do not contain viruses, nor does LP accept responsibility for the transmission of any other unwanted elements through its emails.

Please inform LP if the Client does not wish to receive communications by email or if there are specific considerations that the Client would like LP to take into account in relation to sending or receiving communications.

Instant messaging applications are unsuitable for exchanges of professional communications. LP may use these applications exceptionally, but not to provide legal advice.

7. Confidentiality and professional secrecy

LP's professional secrecy obligation will continue to apply after the Services have been provided and the Matter has been completed. Professional secrecy entails that all lawyers and employees of LP must keep all facts and circumstances of which they become aware as a result of their professional activity confidential unless disclosure is required by law.

The regulations on the prevention of money laundering and financing of terrorism establish that the competent authorities must be informed of specific transactions, as explained in section 9 of these LP Standard Terms of Engagement.

In relation to Matters that are reportable cross-border arrangements under Directive (EU) 2018/822 of the Council of 25 May (“DAC 6”) and the Spanish laws transposing the Directive, LP may have certain reporting obligations, as explained in section 10 of these LP Standard Terms of Engagement.

8. Anti-corruption policy

In accordance with the legislation in force, law firms must play their part in combating money laundering and the financing of terrorism.

To this end, in accordance with LP’s “know your client” policy and the regulations on the prevention of money laundering and financing of terrorism, before LP can start working on a Matter or providing the Services, the Client is requested to send LP, by the means most convenient for the Client (e.g. by post, courier, email or fax), documents that prove its identity and profession or business activity and, if applicable, the identity of its ultimate controlling person(s) and ownership structure. LP will retain the information and documents for the term established in the regulations on the prevention of money laundering and financing of terrorism.

Pursuant to the regulations on the prevention of money laundering and financing of terrorism, in exceptional circumstances LP may have to inform Spain's Financial Intelligence Unit (SEPBLAC) of any matter that it knows or suspects may be linked to money laundering or the financing of terrorism. LP is not allowed to inform the Client of any such communication and in such circumstances may even be forced to suspend work on the Matter. LP will not be liable for any damage suffered by or delay caused to the Client as a result of LP complying with its legal obligations.

9. DAC-6

If a Matter is classed as a reportable cross-border arrangement under additional provision 23 of Law 58/2003 of 17 December on general tax, which transposes DAC 6, LP may have to notify the Client that the Client must disclose specific information to the tax authorities or, in exceptional cases, that LP may have to disclose the information directly to the tax authorities.

When, due to the nature of the Matter, LP does not have or does not need to have the information required to determine whether the Matter is reportable under DAC 6, LP will not be considered an intermediary for DAC 6 purposes and will therefore not inform the Client that the Matter could be a reportable arrangement. LP not confirming that the Matter is reportable under DAC 6 does not necessarily mean that the arrangement does not need to be reported. The Client should therefore carefully review any Matter that has a cross-border element in order to determine whether the taxpayer or any other advisers that are considered intermediaries under DAC 6 must report it.

10. **Formulae and technical, accounting and financial information**

The Client must ensure that all formulae, algorithms, spreadsheets or technical, accounting, financial or numerical data in the documentation provided have been correctly collected, meet their intended purpose and are error-free.

Consequently, LP is under no obligation to evaluate or assess, and is therefore not responsible for, the formulae, algorithms, spreadsheets or technical, accounting, financial or numerical data that the Client, its advisors or third parties provide for

their inclusion in any document drafted by LP or that are included in documents prepared by the Client, its advisors or third parties.

11. Third-party digital services, tools and platforms

The use of third-party digital services, tools and platforms, subject to the third-party provider's terms and conditions, can involve certain risks (e.g. malfunctions, data loss, data interception) for which LP will not be held responsible.

The Client will therefore use such third-party digital services, tools and platforms at its own risk, regardless of whether LP may have assisted with choosing and using such services. The Client also agrees to adhere to all the terms and conditions of the provider of the service, tool or platform.

12. Intellectual property

LP owns all intellectual property rights over work and material created in relation to the Services. The Client may use the work and material for the Services or for any other legitimate purposes.

If all or part of any material or document drafted by LP in relation to the Services is used by the Client or third parties for any other matter on which LP has not advised, LP will not be liable in any way for that matter or for the materials or documents used.

13. Public disclosure

Unless the Client states otherwise, LP may inform third parties that it is a client of LP. Once the Matter becomes public, LP may disclose details of the Matter and indicate the nature of the Services.

14. Document retention

LP will retain documents until the Services are completed. After the Services, copies will be kept for the term established in the legislation in force in accordance with LP's internal document retention policy and in order to comply with any statutory or contractual duties.

15. Scope and limitation of liability

LP will be liable to the Client for any damage or loss of profit that the Client directly suffers as a result of LP's negligent or fraudulent provision of the Services.

The Client agrees that any claim or action (the "Claim") in relation to the Services, the Matter or these LP Standard Terms of Engagement will be taken solely and exclusively against LP and not against any of its lawyers, employees or partners (the "Exonerated Parties"). Consequently, the Client exonerates, in the broadest terms, each of the Exonerated Parties from any liability or obligation for any damage, loss of profit or expenses (including court costs and lawyer and court agent fees) that the Client directly or indirectly suffers or may suffer in relation to the Services, the Matter or these LP Standard Terms of Engagement or that are brought about by the

Services, the Matter or these LP Standard Terms of Engagement.

The Client irrevocably waives, in the broadest terms, its right to take any action (either of a contractual or non-contractual nature) against any of the Exonerated Parties to claim the abovementioned damage, loss of profit or expenses (including court costs and lawyer and court agent fees), and undertakes not to initiate or seek any legal, administrative or arbitration proceedings against any of the Exonerated Parties.

16. Termination

LP may cease to provide the Services in accordance with the professional ethics and conduct rules in Spain. Except for where the law states otherwise, LP will give the Client reasonable notice of this decision so that the Client is not left without legal representation. The Client must pay all LP's outstanding fees statements and any expenses that it has incurred up until and including the date on which the Services cease.

In the event that the Client decides, at any time, and unilaterally, and under any circumstances, to cancel or terminate the Assignment, the Client shall not be entitled to reimbursement of the fees that have been agreed and paid, except in the case of extremely serious circumstances.

17. Personal data protection

In order to provide the Services, LP, as data processor and acting in the name and on behalf of the Client, may access personal data of which the Client is the data controller (the "**Personal Data**"). LP will access and process the Personal Data in compliance with

Spanish personal data regulations in force from time to time and 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) (“**GDPR**”).

Pursuant to the abovementioned data protection regulations:

- (i) LP will process the Personal Data according to the rules set out in this section of these LP Standard Terms of Engagement and the written instructions that LP receives from the Client from time to time. LP will not use the Personal Data for purposes other than to provide the Services or to comply with statutory and professional ethics and conduct obligations arising from its business activity, for which LP will act as data controller (e.g. prevention of money laundering).
- (ii) LP will process the Personal Data in accordance with the security and content requirements provided in the Spanish personal data regulations in force from time to time and Article 32 of the GDPR. LP will also follow and implement the necessary or appropriate technical and organisational security measures to ensure the confidentiality, secrecy and integrity of the Personal Data to which it has access. Specific technical and organisational security measures will also be implemented, adapted to the Matter and the Client.
- (iii) LP will keep the Personal Data to which it has access in order to provide the Services and those resulting from their processing confidential and will comply with its professional secrecy duty to which all lawyers are subject in accordance with article 5 of the Code of Conduct for the Legal Profession in Spain.
- (iv) LP will not disclose or transfer the Personal Data to third parties, even for their storage, unless the Client expressly authorises their disclosure or transfer to a third party or LP is expressly permitted to do so by law.
- (v) LP will delete the Personal Data once the Services have finished. Exceptionally, LP may store a copy of the Personal Data, which may be made available to the authorities, to comply with statutory obligations, the professional ethics and

conduct rules applicable to LP (in particular, for the purposes of article 25 of Law 10/2010 of 28 April on the prevention of money laundering and financing of terrorism (“**Law 10/2010**”), and in accordance with article 12.A.10 of the Code of Conduct for the Legal Profession in Spain) or for the purposes of any other liabilities that may arise as a result of the Services provided.

- (vi) LP will assist the Client in ensuring that it complies with the obligations established in Articles 32 to 36 of the GDPR. In particular, LP will notify the Client by the agreed means of notification of any security breaches involving the Personal Data that must be communicated in accordance with Articles 33 and 34 of the GDPR.
- (vii) If the Client asks LP to manage any requests from data subjects to exercise their rights, LP will assist the Client to fulfil its obligations and respond to requests from data subjects regarding their right of access, rights to rectification, erasure, object, data portability, restriction of processing and not to be subject to automated individual decision-making.
- (viii) LP will keep a record of the categories of processing activities LP carries out on behalf of the Client in accordance with Article 30.2 of the GDPR.
- (ix) LP will communicate the name and contact details of the data protection officer to the Client. LP’s data protection officer can be contacted at the following email address: info@lullius.com

LP will make available to the Client the necessary information to demonstrate that LP complies with the obligations in this section of these LP Standard Terms of Engagement. The Client will be subject to strict confidentiality obligations in relation to the LP information to which it has access. Given LP’s activity, it has secrecy obligations vis-à-vis its clients. This means that the availability or verification of the information provided will not entail, in any case, potential access by the Client to data or information of any other client of LP.

The Client, as data controller:

- (i) Authorises LP to subcontract to third parties ancillary and necessary services to provide the Services, such as courier services or IT system management and maintenance. LP will sign a written agreement with the sub-processor in terms no less restrictive than those set out in this section.
- (ii) Acknowledges that LP is a global law provider, and, if necessary to provide the Services, authorises LP to process the Personal Data outside the European Economic Area complying with the required safeguards under applicable law.
- (iii) Will comply with the following obligations: (a) give LP access to the Personal Data required to provide the Services; and (b) monitor the processing activities.

The obligations in this section constitute the data processing agreement between the Parties, and its term and economic conditions are the same as those agreed for the Services.

Each of the Parties is individually responsible for complying with its own personal data protection obligations.

18. Informative clause on the processing of the Parties' personal data

In accordance with the applicable data protection regulations, the personal data of the individuals who sign, manage and perform the Services in the name and on behalf of each of the Parties (and any other data in connection with which the receiving party becomes the data controller), will be processed by the other party to carry out, perform, manage and monitor the Services and comply with their statutory obligations. The processing of these data is necessary and the bases for doing so are: (i) performing and monitoring the contractual relationship between the Parties; (ii) the Parties' legitimate interest in processing their contact and professional data

to perform the Services; and (iii) complying with LP's statutory obligations (including those on the prevention of money laundering).

Personal data will be processed during the provision of the Services, after which LP will store the personal data for ten years to comply with the applicable law, unless, exceptionally, a longer term applies for statutory or contractual reasons.

Data will not be disclosed to third parties except to the competent authorities in the exercise of their functions or to third parties when necessary to provide the Services. Similarly, in some cases, as LP is a global firm (www.lullius.com), in managing and performing the Services, data may be processed outside the European Economic Area in jurisdictions that do not provide equivalent levels of protection of personal data. In this case, LP will take the necessary measures to provide appropriate safeguards to ensure an adequate level of protection for personal data.

Data subjects may exercise their right of access, rights to rectification, erasure, object, data portability, restriction of processing and not to be subject to automated individual decision-making and any other right established by law, by writing to the data protection officer (as indicated above for LP). Data subjects have the right to file claims or requests relating to their personal data rights with the relevant data protection authority.

Before either of the Parties discloses to the other any personal data of any individual who performs or manages the Services or of any third parties, the disclosing party must inform the data subjects of the content of the preceding paragraph and must also comply with any requirements for the lawful disclosure of the personal data to the receiving party (including the information and legal basis duties), so that the latter does not have to take any additional step vis-à-vis the data subjects.

Notwithstanding the above, in accordance with article 32 of Law 10/2010, if the Services fall outside the scope of LP's professional secrecy duties and when necessary to comply with the information duties set out in Law 10/2010, the data subjects' consent will not be required to process and disclose their personal data, and some of their rights under the data protection regulations will not apply.

19. Amendments to these LP Standard Terms of Engagement

LP may amend these LP Standard Terms of Engagement. Amendments will apply to all Matters opened after the date on which the amendments are published on LP's website. Amendments will also apply to continual Services that are provided after the date on which the amendments are published.

20. Governing law and jurisdiction

LP Standard Terms of Engagement and the relationship created by the Services are governed by Spanish law (legislación común española).

The Parties expressly agree to submit any discrepancy or dispute regarding the Services or the Matter to the jurisdiction of the courts of the city of the LP Spanish office that is retained to provide the Services.

If a LP office abroad (i.e. one not located in Spain) is retained to provide the Services, and unless the LP-PC Standard Terms of Engagement apply as set out in section 1, the Parties expressly agree to submit any discrepancy or dispute regarding the Services to the courts of the city of Palma de Mallorca, Spain.

These terms relating to jurisdiction shall not apply if the Client is a consumer or end user.