



# Green claims in focus: Energy sector

BEGIN >

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Regulatory scrutiny of sustainability communication is reshaping how energy companies present their environmental commitments. From renewable energy claims to transition narratives and emissions reporting, the sector faces unique legal and reputational risks.



# Speakers

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Partner, CMS Netherlands



# Empowering Consumers for the Green Transition - Directive 825/2024



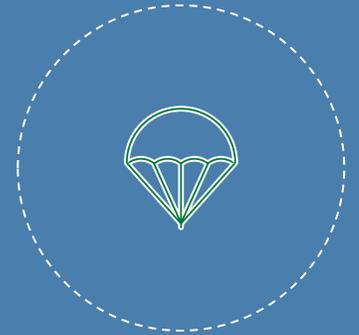
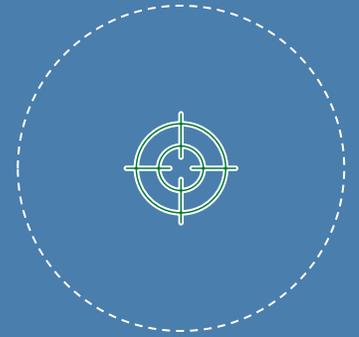
# EU Directive 825/2024 – General overview

## Dates:

- **27 March 2026:** deadline for Member States to adopt and publish the measures necessary to comply with this Directive.
- **27 September 2026:** entry into force of Directive 825/2024 measures.

## Aim:

- **Empowering consumers** for the green transition through better **protection against unfair practices** and through better information.
- **Tackling greenwashing**, i.e. a *practice where sustainability-related statements, declarations, actions, or communications do not clearly and fairly reflect the underlying sustainability profile of an entity, a financial product, or financial services. This practice may be misleading to consumers, investors, or other market participants.*



# Directive 825/2024 – General overview



## How to:

**Protection against misleading practices** that make it difficult for consumers to make environmentally responsible purchasing decisions, such as:

- Environmental claims about products or processes
- Comparing products
- Sustainability labels
- Early obsolescence practices

**New obligations on companies, which have to:**

- Ensure that all **environmental or social statements** are clear, verifiable and reliable.
- **Avoid ambiguous** or unsubstantiated **claims** that could mislead consumers.
- Include **information on repair, durability, availability of parts and after-sales services**.

**Amend EU Directives:**

- Directive 2005/29/EC - UCPD.
- Directive 2011/83/EU – CRD.



**New practices deemed unfair:**

- E.g. General claims such as “sustainable” or “responsible” will remain prohibited. >
- E.g. Displaying a sustainability label that is not based on a certification scheme or not established by public authorities.



# Certification schemes under Directive 825/2024

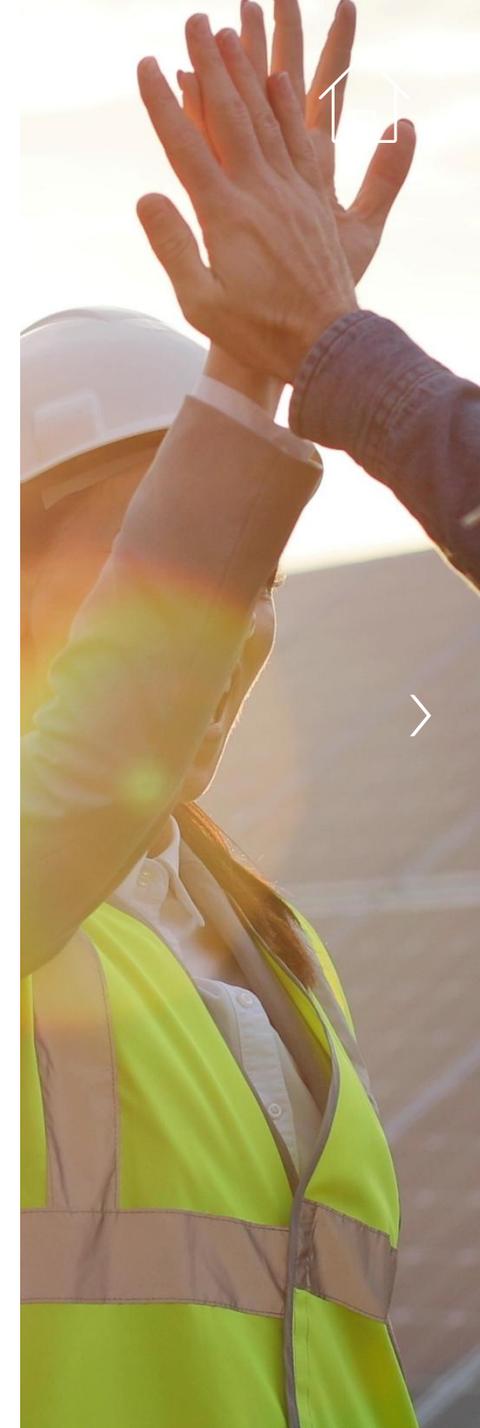
The Directive establishes a framework governing the use of sustainability labels and certification schemes, with express references to international ISO standards.

Recital 7: the displaying of sustainability labels which are not based on a certification scheme, or which have not been established by public authorities should be prohibited.

## Art. 1

**Criteria** that the **certification scheme** should satisfy:

- Third-party verification scheme ;
- **Open** under transparent, fair, and non-discriminatory terms **to all traders** willing and able to comply with the scheme's requirements;
- Requirements developed by the scheme owner in consultation with relevant experts and stakeholders;
- Procedures for dealing with non-compliance with the scheme's requirements and **withdrawal or suspension of the use of the sustainability label** by the trader in case of **non-compliance** with the scheme's **requirements**;
- **Monitoring** of a trader's **compliance** subject to an objective procedure and carried out by a third party, i.e. **certification body**, whose competence and independence from both the scheme owner and the trader are based on international, EU or national standards and procedures (according to ISO 17605 and Regulation 765/2008).



# Sustainability label established by public authorities:

## EU Ecolabel

- Introduced by EU Regulation n. 66/2010.
- The EU Ecolabel is a world-renowned, voluntary scheme promoting goods and services that clearly **demonstrate environmental excellence**, based on **standardised processes and scientific evidence**.
- It tackles the main environmental impacts of products along their full lifecycle, from extraction of raw material to disposal.
- **Verified by independent experts.**
- **Criteria:**
  - based on scientific data and information considering the whole life cycle of products.
  - cover the **main environmental impacts of the product** and their technical performance, including health, safety, social and ethical aspects, where appropriate.
  - favour **substitution of hazardous substances** with safer ones and support durability, reusability, recyclability and recycled content of products.

All criteria are developed in consultation with key stakeholders, including consumer associations and experts in the relevant field. They are periodically revised by the EU Ecolabelling Board (EUEB), which takes into account technical innovations or market changes to ensure they are up to date, robust, and trustworthy.



# Implications for Businesses in the Energy Sector

- ➔ Businesses that communicate the environmental characteristics of their products must ensure that **every environmental claim is supported by verifiable data and evidence**, and that any generic environmental claims are backed by recognised excellent environmental performance within the meaning of **ISO 14024** (Ecolabel).
- ➔ They must also ensure that **any sustainability labels** used are **based on certification schemes** that **comply with** the requirements set out in the Directive, including compliance with **ISO 17065** by the relevant certification body.
- ➔ Businesses will need to adapt their processes and commercial communications by **27 September 2026**.



# Implementing Directive 825/2024

*The Italian Legislative Decree 20  
February 2026, n. 30*



# Italian Legislative Decree

On 9 March 2026, the **Legislative Decree implementing EU Directive 2024/825** has been published on the Italian Gazette.

This decree will enter into force on **24 March 2026**.

The new law implementing the 825/2024 Directive **amends the Italian Consumer Code** and it **introduces**:

- ➔ New key definitions.
- ➔ New unfair commercial practices.
- ➔ Obligation to use a specific “harmonised notice” and “harmonised label”.



# Italian Legislative Decree

## New key definitions:

- ➔ **Sustainability label**: meaning **any** trust mark, quality mark, or equivalent, public or private, of a voluntary nature, **aimed at distinguishing and promoting a product**, process, or company with reference to its **environmental characteristics**.
- ➔ **Environmental claim**: meaning **any message or representation**, including visual or symbolic, which **states** or implies that a **product**, product category, brand, or economic operator has a positive or **neutral impact on the environment or is less harmful** compared to others.
- ➔ **Generic environmental claim**: meaning **any environmental claim not included in a sustainability label**, whose specification is not provided in clear and evident terms through the same means of communication.
- ➔ **Certification scheme**: a third-party **verification system** which **certifies** that a **product**, a process or business **complies with certain requirements**, that **allows the use of a corresponding sustainability label** and whose conditions are accessible to the public and meet several criteria.



# Italian Legislative Decree

## New unfair commercial practices:

- ➔ **Non-certified sustainability labels**: i.e. displaying a sustainability label not grounded in transparent, third-party verified certification schemes or not established by public authorities.
- ➔ **Generic and vague green claims**: such as “*environmentally friendly*”, “eco-friendly”, “green”, “climate positive” or “zero impact” when traders cannot demonstrate recognised excellent environmental performance relevant to the claim.
- ➔ **Claims related to the entire product when concerning only a certain aspect**: e.g. presenting an entire brand or product line as sustainable when only a single line, component or phase meets higher standards.
- ➔ **Offset-based neutrality claims**: where products are marketed as “carbon neutral”, “climate neutral”, “Co2 neutral certified” or similar solely by purchasing offsets.



# Italian Legislative Decree

## Harmonised Notice

A mandatory EU notice reminding consumers about their **legal guarantee rights**, which will be prominently on **display in all shops**, both online and offline. All consumers have a legal guarantee **protection of at least two years on products** sold in the EU.



**Garanzia legale minima di due anni per i beni venduti nell'Unione europea.**

I consumatori possono far valere i loro diritti nell'ambito della garanzia legale di conformità, ad esempio se i beni:

- ☒ non corrispondono alla descrizione;
- ☒ non funzionano come previsto.

I venditori sono responsabili di qualsiasi difetto di conformità esistente al momento della consegna dei beni e che si manifesta entro il periodo della garanzia legale. In tal caso i venditori sono tenuti a offrire:

- ☒ la **riparazione** o **sostituzione gratuita**;
- ☒ in alcuni casi, una **riduzione del prezzo** o il **rimborso integrale**.

**Cosa fare se si ricevono beni non conformi:**

- 1 contattare quanto prima il venditore per segnalare il problema;
- 2 fornire la prova dell'acquisto, ad esempio una ricevuta, una fattura o un estratto conto bancario.

Alcuni paesi prevedono un periodo di garanzia legale più lungo. Per i beni di seconda mano può valere un periodo più breve, ma non inferiore a un anno.

Per saperne di più sui propri diritti in un determinato paese, scansionare il codice QR qui sotto o chiedere informazioni al venditore.



europa.eu/youreurope/garanzie

**GARAN**

I venditori e i produttori possono anche offrire garanzie commerciali, che si applicano indipendentemente dalla garanzia legale. Ad esempio, questa etichetta **GARAN** rappresenta una **garanzia commerciale di durabilità** offerta dal produttore senza costi aggiuntivi, che copre il bene nel suo complesso.

## Harmonised Label

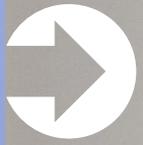
A new EU product label for **producers** that **choose to offer** consumers a **voluntary commercial guarantee of durability for a specific product at no additional cost** to the consumer, covering the entire product, not just a component of it, and with a duration of more than two years.



# Greenwashing litigation in Italy

*Eni S.p.A. v. AGCM*





# Eni S.p.A. v. AGCM

In December 2019, the Italian Competition Authority (AGCM) imposed a **€5 million fine on Eni S.p.A.**, the maximum penalty allowed, for **misleading advertising** related to its “Eni Diesel+” marketing campaign.

## Facts:

- Eni promoted its new fuel product “Diesel+” through an advertising campaign, describing it as **“the only diesel in Italy containing 15% of HVO, the renewable component produced by hydrogenation of vegetable oils”**.
- **Key issue:** the use of such wording, together with a “green” logo displayed alongside the product name, **according to the AGCM**, implied that the **environmental benefits applied to the fuel as a whole, whereas** in reality they were **limited to only one component**, namely HVO.
- **AGCM ruling:** the campaign disseminated **“false and misleading information”** regarding the environmental impact of Diesel+, and held that the advertising constituted an **unfair commercial practice**, in **breach** of Articles 21 and 22 of the **Italian Consumer Code**.

green<sup>15%</sup> eni diesel+

Contribuisce a:

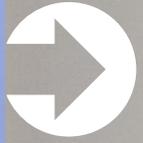
- allungare la vita del motore mantenendo gli iniettori puliti
- ridurre i consumi fino al 4%\*
- ridurre le emissioni gassose\*\* fino al 40%\*

L'unico diesel in Italia con il 15% di HVO, la componente rinnovabile prodotta per idrogenazione di oli vegetali.

Per tutti i motori diesel. Scopri di più su enistation.com

\* Rispetto al diesel tradizionale. \*\* Emissioni inquinanti CO e HC.





# Eni S.p.A. v. AGCM

ENI appealed the decision to the Regional Administrative Court of Lazio, which **upheld the AGCM's ruling**. However, on **April 23, 2024**, Italy's highest administrative court, the **Consiglio di Stato**, [overturned this decision in ENI's favour](#).

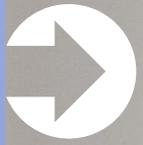
## Consiglio di Stato ruling 3701/2024:

The court emphasized that “green” claims are applicable to products like diesel fuel, which, despite remaining polluting, could offer relatively lower environmental impacts compared to other products.

The **Court**, in their ruling, **relied on**:

- **Directive 29/2005 (UCPD), Arts 6 and 7:**
  - Environmental claims must be presented in a clear, specific, accurate and unambiguous manner, in order to ensure that consumers are not misled.
  - The Directive Claims **permits to use “green” claims even for inherently polluting products**, provided they meet the above-mentioned conditions.
- **Directive 825/2024:**
  - It **prohibits generic environmental claims** for which the **trader is not able to demonstrate** recognised excellent **environmental performance** relevant to the claim.
  - It was not applicable *ratione temporis* to the Diesel+ case.





# Eni S.p.A. v. AGCM

## Consiglio di Stato ruling 3701/2024:

### Key finding of the Court:

- “Green” claims may also be used for inherently polluting products (e.g., diesel fuel).
- Such claims are lawful if they describe relative environmental benefits and are not misleading.
- Environmental claims must be accompanied by clear supporting explanations.

### Application to the ENI Diesel+ campaign:

- The advertising included supporting claims explaining that the “green” element referred only to one component (HVO).
- Eni made use of **clear and specific supporting claims** which **attributed** the “**green**” character **only to one component of the fuel** and presented the advantages in relative terms (rather than as absolute benefits or as having a positive environmental impact”).
- Therefore, the Court considered the campaign not misleading.



### Key takeaway:

This ruling established that, within Italy’s regulatory framework, the **use of green claims was acceptable for inherently polluting products**, provided the claims were contextualised and **not misleading** in their presentation.



# Dutch Implementing Directive 825/2024



# Dutch implementation proposal

On 22 December 2025, the **Legislative Proposal implementing EU Directive 2024/825** has been submitted to the Dutch House of Representatives.

This decree will enter into force on **27 March 2026** and will apply to companies as of **27 September 2026**.

The new law implementing the 825/2024 Directive **amends Book 6 of the Dutch Civil Code** and it **introduces**:

- ➔ Prohibition on misleading sustainability claims (6:193g DCC)
- ➔ Expansion of information obligations for traders



# Dutch Implementation Proposal

## New misleading commercial practices (art. 6:193g DCC)

- ➔ **Generic environmental claims** (e.g., “eco-friendly,” “green,” “sustainable”) are banned unless backed by recognized, claim-relevant environmental performance.
- ➔ Environmental claims cannot apply to the entire product or business if they relate only to a **specific aspect**.
- ➔ Claims such as “climate neutral,” “reduced emissions,” “positive environmental impact” are prohibited if **based on offsetting outside the product’s value chain**.
- ➔ **Future-looking claims** (e.g., “CO<sub>2</sub> reduction by 2030”) require: public, verifiable commitments; a realistic implementation plan; allocated resources; and independent expert verification.
- ➔ **Sustainability labels** may only be used if based on a valid third-party certification scheme meeting transparency, independence, and monitoring requirements.
- ➔ Traders may not present **legal compliance** as a unique product feature.
- ➔ **Prohibitions** also cover misleading practices related to software updates, false durability claims, premature obsolescence, early replacement prompts, and hiding limitations when using non-original parts.
- ➔ Products may not be presented as **repairable** when they are not.



# Dutch Implementation Proposal

## Expansion of information obligations for traders

The directive requires traders to better inform consumers before a contract is concluded.

- ➔ The existence and duration of a commercial sustainability guarantee from the manufacturer (longer than 2 years, free of charge);
  - Information regarding the commercial sustainability guarantee must be provided to consumers via a harmonized label.
- ➔ The minimum period for software updates for goods with digital elements;
- ➔ The reparability score, once it is established at the EU level;
- ➔ Alternative repair information if no score is available (availability of parts, costs, repair limitations).

Notably, the Netherlands has secured a provision that requires traders to provide this information only if they receive it from the manufacturer; there is no obligation to conduct their own research.



# Dutch Implementation Proposal

## Key business obligations & impact:

- ➔ **Sustainability labels become voluntary but regulated:** any label used must meet minimum criteria and be independently certified
- ➔ Companies must **refrain from using misleading or uncertified sustainability claims**, creating a more level playing field.
- ➔ Sellers must provide **sustainability information** only when manufacturers supply it, ensuring obligations follow the supply chain.
- ➔ **Information** must be shared on aspects such as: repairability and availability of repair information, durability guarantees, software update availability for goods with digital elements and features intentionally limiting product lifespan.
- ➔ **Certification costs** and processes depend heavily on the type of label, product complexity, supply chain length, and audit requirements.
- ➔ **Not all businesses are subject to all obligations;** compliance depends on the products sold and the information manufacturers provide.



# Consequences of non-compliance with regulations

## Misleading Green Claims can lead to:

- ➔ **Financial penalties:** the ACM can impose fines per violation or a percentage of a company's annual turnover for misleading sustainability claims;
- ➔ **Warnings and mandatory corrections:** warning letters from ACM asking companies to revise or clarify their claims;
- ➔ **Market interventions:** ACM can revoke licenses from companies that mislead consumers or fail to comply with regulations;
- ➔ **Legal and Civil liability:** civil lawsuits and consumer claims;
- ➔ **Reputational damage:** greenwashing harms consumer trust and can lead to long-term brand damage.



# Key priority ACM

## Focus on energy in 2026

### Some key focus points:

- ➔ Strengthening consumer protection by ensuring **reasonable energy rates** and reliable suppliers.
- ➔ Conducting market research to improve **clarity of energy products** and simplify switching for consumers.
- ➔ Running public campaigns to **improve consumer understanding of energy use**, contracts, and choices.
- ➔ Safeguarding grid access, regulating network tariffs, and overseeing transparency and integrity in the **wholesale energy market**.
- ➔ Facilitating innovation and system changes needed for a **resilient, sustainable energy system**.



# Green claims litigation in the Netherlands



# Greenclaim Litigation in The Netherlands

Greenclaims can be challenged through various channels:

- ➔ **The Advertising Code Committee (Reclame Code Commissie, RCC)** – handles complaints about misleading advertising, including sustainability claims
- ➔ **The Authority for Consumers and Markets (Autoriteit Consument & Markt, ACM)** – enforces rules against misleading sustainability claims
- ➔ **Civil court proceedings** – interest groups and consumers can initiate lawsuits



# How Do These Routes Relate to Each Other?



## **Complementarity**

The three routes are not mutually exclusive and can be used in parallel:

- An RCC ruling can be a prelude to civil proceedings or ACM enforcement
- ACM investigations can give rise to civil follow-on claims
- Civil proceedings can be initiated regardless of whether an RCC or ACM procedure is pending



## **Evidentiary Value of RCC Rulings**

Although RCC rulings are formally not binding on the civil court or the ACM, they do have evidentiary value:

- Civil courts regularly refer to RCC rulings as an indication that an advertisement is misleading
- The ACM can take RCC rulings into account in its prioritization and assessment
- A final RCC ruling constitutes a strong indication of misleading conduct



# Advertising Code Committee (RCC)

The RCC has issued several rulings regarding green claims and energy.

***2025/00170 (FAKRO Netherlands)***

***2023/00576 (Lucid Air)***

***2023/00234 (Heineken Netherlands)***

[Uitspraken - Stichting Reclame Code](#)



# Class-action lawsuits (WAMCA)

**Dutch judgement on damages in commercial class-action lawsuit: *Stichting Nuon-Claim v. Vattenfall (ECLI:NL:RBAMS:2024:6118)***

- **WAMCA: Act on Collective Damages in Class Actions (Dutch acronym: WAMCA) since 2020**
- WAMCA has made the Netherlands one of the hotspots for European class actions with an average of 21 initiated class actions per year. The WAMCA allows interested groups to claim damages on behalf of damaged parties on an opt-out basis, combining multiple claims.
- The highly developed legal infrastructure is an important element for the Netherlands' popularity as a mass claims country.



# Dutch Climate Cases

## ***Dutch courts dare to take action:***

- ***Shell v. Milieudefensie et al.*** (ECLI:NL:GHDHA:2024:2099)
- **Greenpeace Netherlands v. The State of the Netherlands** (ECLI:NL:RBDHA:2026:1344)





# Developments in the UK



# UK Developments

- ➔ **Sustainability label**: meaning **any** trust mark, quality mark, or equivalent, public or private, of a voluntary nature, **aimed at distinguishing and promoting a product**, process, or company with reference to its **environmental characteristics**.
- ➔ **Environmental claim**: meaning **any message or representation**, including visual or symbolic, which **states** or implies that a **product**, product category, brand, or economic operator has a positive or **neutral impact on the environment or is less harmful** compared to others.
- ➔ **Generic environmental claim**: meaning **any environmental claim not included in a sustainability label**, whose specification is not provided in clear and evident terms through the same means of communication.
- ➔ **Certification scheme**: a third-party **verification system** which **certifies** that a **product**, a process or business **complies with certain requirements**, that **allows the use of a corresponding sustainability label** and whose conditions are accessible to the public and meet several criteria.



# UK Developments

- ➔ Misleading omissions remain a major issue
- ➔ Numerous upheld complaints in relation to price and savings claims for heat pumps, solar panels and home insulation
- ➔ The UK consumer regulator has major new penalties and enforcement powers for misleading claims



# Misleading omissions

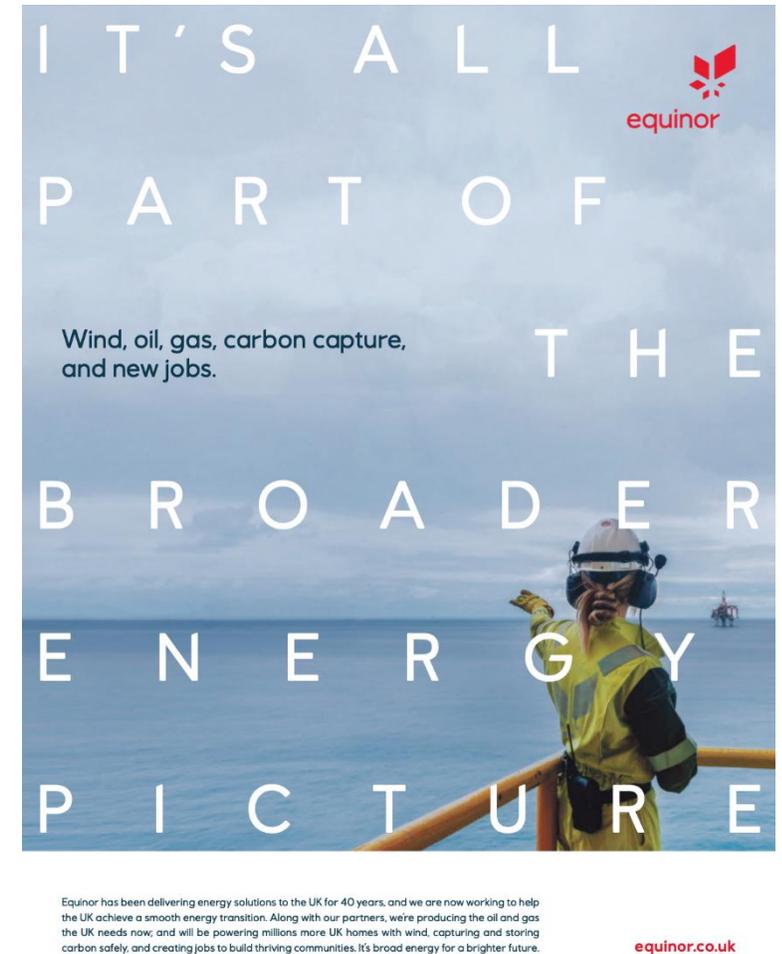
- s227, Digital Markets, Competition and Consumers Act 2024
  - *...a commercial practice involves a misleading omission if ... the practice — (a) omits material information...*
- CAP Code
  - *3.3 Marketing communications must not omit material information...*
  - *11.1 The basis of environmental claims must be clear. Unqualified claims could mislead if they omit material information*
- Green Claims Code
  - *Key principle 3: claims must not omit or hide important relevant information.*



# Greenwashing and misleading omissions

## ASA Ruling on Equinor ASA, 20 December 2023

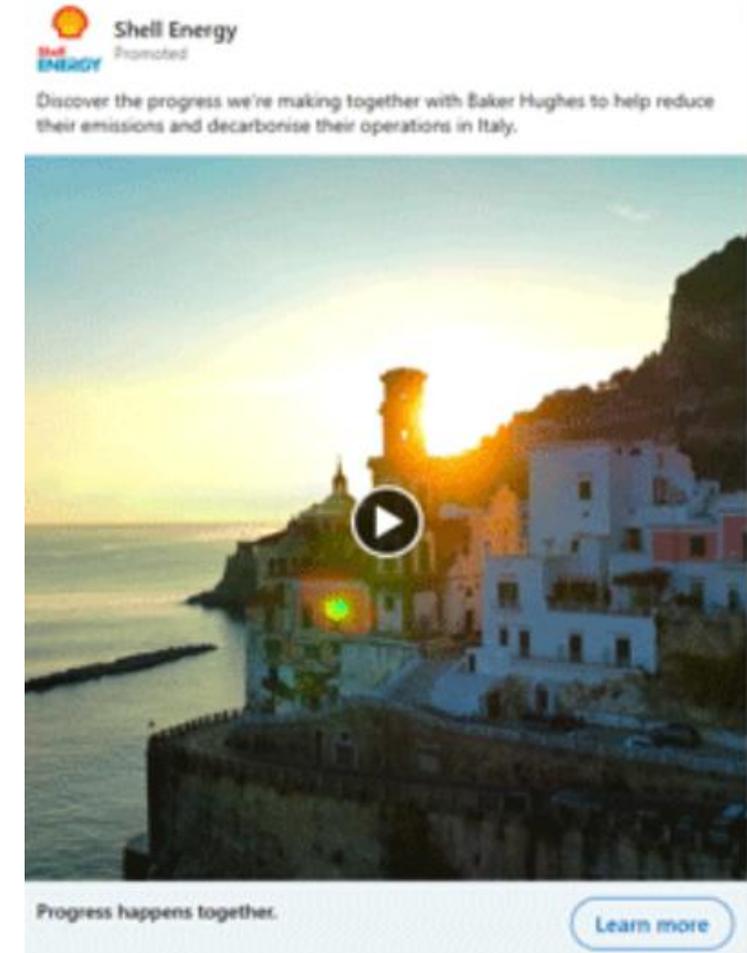
- *...the overall impression of the ad was that Equinor's current and near future business activities in the UK included providing energy sourced from a mix of fossil fuels such as oil and gas, and renewable sources such as wind, as well as capturing and storing carbon dioxide.*
- *...large-scale global oil and gas investment and extraction formed the vast majority of Equinor's business activities and would continue to do so in the near future*
- *the ad ... gave the overall impression that CCS and energy sourced from windfarms formed a significant proportion of Equinor's business activities, alongside oil and gas. We therefore considered further information about the overall proportion of Equinor's business model that comprised renewable energy and CCS was material information that should have been included. Because the ad did not include that information, we concluded it omitted significant information and was therefore likely to mislead.*



# Greenwashing and misleading omissions

## ASA Ruling on Shell Energy UK, 1 October 2025

- LinkedIn ad: *“What connects the Italian sun with bright engineering ideas? Our work with Baker Hughes to help meet their energy needs and decarbonise operations.”*
- *We considered that readers would understand the ad, which was about Shell Energy’s work with a specific client, as a case study in how Shell Energy was helping business clients decarbonise their operations and the progress they were making together in that regard. They were unlikely to interpret the message as representative of Shell’s wider consumer-facing brand activity or as a comment on its own carbon transition plans.*



# Misleading savings claims

## ASA Ruling on EDF Energy Ltd, 19 February 2025

- Radio ad: *“Your electricity bill could be nil. Yep, nothing. Because when you install solar panels and a battery with EDF, you don’t just get electricity when it’s sunny, you can store it for a rainy day too.”*
- *...consumers would understand from those claims that ... surplus energy generated by the panels on sunny days could be stored in the battery for use on days when it was too dark for the panels to generate enough power to meet their needs.* >
- Energy could only be used the next day, so a monthly bill would never be zero
- Claims were based on average figures and not necessarily representative of what a consumer would achieve



# Misleading savings claims

## ASA Ruling on Good Energy Ltd, 26 November 2025

- Meta ad:
  - *You can save up to £1,341 in bills*
  - *Did you know low-carbon homes can save over £1000 a year in bills? According to research ... homes with improvements such as solar panels, a battery, insulation and a heat pump cost less to run ...*
- CMA guidance on “up to” claims:
  - must not exaggerate the benefits likely to be obtained by the consumer
  - at least a significant proportion of consumers must be likely to achieve the stated outcome
  - must reflect the range of factors which impact product performance



# Digital Markets, Competition and Consumers Act 2024

Indirect enforcement

Reliant on  
applications to court

No direct fining  
powers

*DMCCA*

Direct enforcement

Ability to determine  
breaches of consumer  
protection law

Fining powers



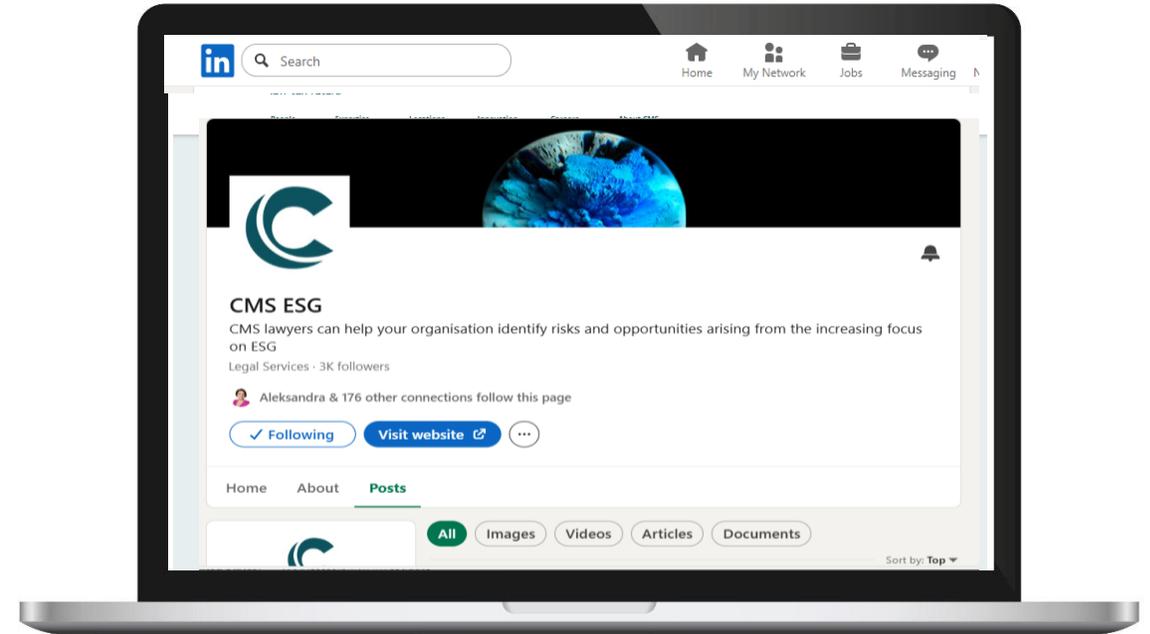
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