

CMS STANDARD CLIENT TERMS AND CONDITIONS OF BUSINESS

1 General

- 1.1 CMS LTF Limited (**CMS LTF**) is a company limited by guarantee incorporated in England & Wales (no. 15367752) whose registered office is at Cannon Place, 78 Cannon Street, London EC4N 6AF United Kingdom. CMS LTF coordinates the CMS organisation of independent law firms (**CMS**). CMS LTF Limited does not offer or provide any legal or other services to third parties.
- 1.2 CMS Legal Services EEIG/EWIV (**CMS EEIG**) is a European Economic Interest Grouping registered in Germany at the following address: Neue Mainzer Strasse 2-4; 60311 Frankfurt am Main, Germany. CMS EEIG provides support services in respect of CMS. CMS EEIG does not offer or provide any legal or other services to third parties.
- 1.3 A list of all the firms which are members of CMS is attached at Appendix 1 (these firms, together with their subsidiary and controlled entities, are referred to herein as the **Member Firms**).
- 1.4 CMS LTF, CMS EEIG and each Member Firm are separate and independent legal entities, each of which is responsible for its own acts, omissions or liabilities and not those of any other Member Firm.
- 1.5 CMS occasionally works with other independent law firms that are not Member Firms. Where these firms agree to be bound by these CMS Standard Terms and Conditions of Business (**CMS Standard Terms**) they are referred to herein as "**Partner Firms**".
- 1.6 In addition, any other Member Firm or Partner Firm of CMS or any other law firm may be appointed in addition to those listed in schedule 1 (an **Additional Firm**). "**CMS Firm**" means each Member Firm or Partner Firm of CMS listed in Appendix 1 to these CMS Standard Terms and any Additional Firms.
- 1.7 If you approach a Member Firm or Partner Firm about a new matter (a **Retainer**) that firm will normally send you a letter (**Retainer Letter**) confirming your instructions, save where the instructions constitute repeat business. The terms of that Retainer Letter (if any), these CMS Standard Terms and any Framework Agreement which you have entered with any Member Firm or Partner Firm (**Framework Agreement**) will be incorporated in the contract between you and the Member Firm or Partner Firm providing the services for that matter (together the **Retainer Agreement**).
- 1.8 The Member Firm or Partner Firm may, with your agreement and the agreement of other Member Firms or Partner Firms enter into a Retainer Letter on behalf of itself and one or more other Member Firms and Partner Firms. In this case, the firm that signs the Retainer Letter is the lead firm (**Lead Firm**). The Lead Firm acts as agent for each other Member Firm or Partner Firm referred to in the Retainer Letter in respect of the services to be provided by that other

Member Firm or Partner Firm and the Retainer Letter together with these CMS Standard Terms and any Framework Agreement applies to all services provided to you by the Member Firm or Partner Firm.

- 1.9 Please note that any reference herein to "**we**", "**us**", "**our**" or "**the Firm**" shall mean the Member Firm or Partner Firm which is providing services to you pursuant to the Retainer Letter in each instance and not CMS itself or any other Member Firm or Partner Firm. For the avoidance of doubt, where a Lead Firm signs a Retainer Letter as agent for other Member Firms or Partner Firms, "**we**", "**us**", "**our**" or "**the Firm**" refers to the Lead Firm only where the Lead Firm itself is providing the services under the Retainer Letter.
- 1.10 Where another Member Firm or Partner Firm for which the Lead Firm acted as agent when signing the Retainer Letter is providing the services, "**we**", "**us**", "**our**" or "**the Firm**" refers to that other Member Firm or Partner Firm.
- 1.11 Any reference herein to an employee of the Firm shall include:
 - (a) an employee of our service company (if we have one) (**our service company**); and
 - (b) a consultant of the Firm whether employed by us or our service company.
- 1.12 The expression "**our Personnel**" means our partners, members, employees and service company (if applicable).
- 1.13 In the event of any inconsistency between the Retainer Letter and any Framework Agreement or CMS Standard Terms, the Retainer Letter shall prevail. In the event of any inconsistency between the Framework Agreement (if any) and these CMS Standard Terms, the Framework Agreement shall prevail.
- 1.14 We will normally indicate in the Retainer Letter, or separately in writing, the person or persons who are to be the clients for that matter. The expression **you** where used in clause 9 shall refer to each such person save that, in sub-clause (b) of clause 9.1 and in clause 9.2, it shall refer to all such persons collectively. Elsewhere in these CMS Standard Terms the expression shall mean each or all of such persons as the context requires.

2 Firm Specific Terms

The Member Firms operate in separate jurisdictions. Laws and regulations in certain jurisdictions require variations to be made to these CMS Standard Terms. The applicable variations for each Member Firm (**Firm Specific Terms**) are set out in Appendix 2 and/or the relevant Retainer Letter, and will vary or supplement these CMS Standard Terms as indicated.

3 Scope of our services

- 3.1 The services you will receive in relation to any matter will be described in the Retainer Letter or will otherwise be agreed in writing between you and us at the outset of our engagement and may be subsequently varied by written agreement.

3.2 We will only advise on the laws of the jurisdiction or jurisdictions specified for us in the Retainer Letter (**Our Jurisdiction**). If advice on the laws of other jurisdictions is required for a matter we may instruct other Member Firms or Partner Firms to provide that advice in accordance with clause 11.

4 Benefit of our services

4.1 Unless otherwise expressly agreed in writing, the services provided by us pursuant to the Retainer Letter are solely for the benefit of you as the client. We accept no responsibility to anyone else.

4.2 You agree not to transmit copies of opinions, advice (whether in draft or final form) or other communications provided by us to anyone outside your organisation without our consent.

4.3 If as a result of us acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party, you will keep it confidential and not use it without our consent.

5 Charges and expenses

Subject to any applicable Firm Specific Terms, the following provisions shall apply:

5.1 Unless otherwise agreed, our fees will be calculated by reference to the time spent by each of our fee earners involved on the matter. We shall normally notify you at the outset of the matter (generally in the Retainer Letter) of the current relevant hourly rates for the person or persons involved in your matter

5.2 The fee agreed between us will apply to the exclusion of any statutory fee applicable under the laws of Our Jurisdiction.

5.3 Our Firm's hourly rates are reviewed from time to time (generally on an annual basis) and we shall notify you of any increased rates. In addition, VAT or any equivalent sales tax in Our Jurisdiction, if applicable, is payable.

5.4 In the absence of agreement to the contrary, your initial instructions to us will constitute your authority for us to incur all reasonable disbursements and expenses and you agree to reimburse us for them. If in our professional judgment we consider it necessary to do so we shall consult with you before incurring any such expenditure. We also reserve the right to charge for the cost of telephone calls, photocopying, facsimile transmissions and secretarial overtime and for the reasonable expenses of travel, accommodation and meals whilst working on your behalf.

5.5 VAT or any equivalent sales tax in Our Jurisdiction, if applicable, is payable on our fees, disbursements and expenses.

5.6 We are required to identify our clients in accordance with anti-money laundering legislation in Our Jurisdiction. In order to comply with those obligations we are likely to request from you, and retain, information and documentation relating to your identity. We are also likely to make

searches of appropriate databases. There may be circumstances in which we are not able to proceed with your instructions, for example if satisfactory evidence of your identity is not provided within a reasonable time. In these circumstances, we will not proceed with our work for you, but we will charge you for the work done prior to that date. The work that we have to do to identify you in accordance with our statutory and professional obligations is part of our work on this retainer, and will be charged for.

6 **Billing arrangements**

- 6.1 Unless otherwise agreed, we shall bill you monthly or at such other time as we consider appropriate. We reserve the right to require payment on account of costs and certain disbursements.
- 6.2 Payment of any bill is due within 30 days of our sending the bill to you and should be made in the currency in which it is expressed. Any part of a bill which is not subject to query is to be paid within 30 days. If you have any queries on any bill, please raise them with the matter partner identified in the Retainer Letter (**Matter Partner**) as soon as possible.
- 6.3 We reserve the right to charge you interest on the amount outstanding on a daily basis from the date payment of a bill is due. Interest will be calculated at an annual rate of 6% per year above the European Interbank Offered Rate (EURIBOR) at the time.
- 6.4 If any amount owed to us remains outstanding for more than 30 days after the despatch of the relevant bill, then until all amounts which you owe us have been paid, we reserve the right to cease acting for you with immediate effect and to retain your documents and papers.
- 6.5 We may apply any sums held on account against any outstanding amounts owed by you to us.

7 **Confidential information**

- 7.1 Subject to any legal or professional regulatory requirements for the time being in force which are applicable to lawyers practising in Our Jurisdiction, the following provisions shall apply.
- 7.2 We may use the confidential information you provide, or which we obtain through our dealings with you:
 - (a) for the provision of services to you, including sharing it on a confidential basis with our partners, employees and agents for this purpose;
 - (b) to administer your account with us, including tracing and collecting any debts;
 - (c) for internal purposes within CMS, including sharing it with other Member Firms and Partner Firms in connection with the services and for client administration purposes;
 - (d) for fraud prevention purposes (including verification checks for our money laundering obligations);

- (e) for assessing client satisfaction (such as by asking you to participate in surveys) and to help improve our services generally; or
- (f) to contact you by letter, telephone, email or otherwise about CMS services and events such as seminars and conferences and to send you briefings and similar material.

7.3 We may disclose the confidential information you provide, or which we obtain through our dealings with you, if and to the extent that:

- (a) such disclosure is required or permitted by law;
- (b) such disclosure is authorised by you;
- (c) such disclosure is permitted by the professional rules applicable to lawyers practising in Our Jurisdiction; or
- (d) our insurers or other advisers require us to provide details of any matter or matters on which we are acting or have acted for you.

7.4 By signing and returning a copy of the Retainer Letter you are agreeing that we may use your contact details and information in the ways described in this clause 7. If you do not wish to be contacted for any purpose in clause 7.2 (c), (e) or (f), please tick the box provided before returning the Retainer Letter.

7.5 You agree that any duty of confidentiality owed to you shall not include an obligation to disclose to you, or use on your behalf, any documents or information in our possession if to do so might be a breach of our duty of confidentiality to another party.

7.6 If, having accepted instructions to act for you a confidentiality risk arises or is subsequently discovered we must reserve the right to terminate the Retainer if, in our professional judgment, we consider that it would be inappropriate to continue to act for you.

7.7 You acknowledge that in some circumstances we may be precluded by law from disclosing certain information to you.

8 Conflicts of interest

8.1 Subject to any legal or professional regulatory requirements for the time being in force which are applicable to lawyers practising in Our Jurisdiction the following provisions shall apply.

8.2 Having accepted instructions to act for you in respect of any matter we shall not knowingly act for any other client in respect of the same or a related matter unless you have agreed that we may do so. We and all other Member Firms and Partner Firms shall, however, be free to act for any other client, whether generally or in respect of any unrelated matter, even though there is or may be a conflict between your interests (including in particular your commercial interests) and those of the other client, unless we, in our professional judgment, consider that it would be inappropriate so to act.

- 8.3 If, having accepted instructions to act for you, a conflict of interest arises or is subsequently discovered we must reserve the right to terminate the Retainer if, in our professional judgment, we consider that it would be inappropriate to continue to act for you.
- 8.4 None of the provisions in this clause 8 shall detract from the duty of confidentiality which we owe to you.

9 Limitations and exclusions of liability

Subject to any legal or professional regulatory requirements for the time being in force which are applicable to lawyers practising in Our Jurisdiction and any amendment and/or substitutions pursuant to any applicable Firm Specific Terms, the following provisions shall apply:

9.1 Proportionate liability

Where you have a number of persons, including us, advising you on a matter, there is a risk that we (and also our Personnel) should any liability attach to them notwithstanding sub-clause 9.3 below) will be prejudiced by any limitation or exclusion of liability which you agree with any of those other persons. This is because if we (or any of our Personnel) and any such other person are each liable to you for a loss which you suffer such a limitation or exclusion of liability may also operate to limit the amount which we (and also our Personnel) can recover from that other person by way of indemnity or contribution if we (or any of our Personnel) are required to pay you more than a proper share of the liability. Accordingly, if we or any of our Personnel incur any liability to you arising out of or in connection with the Retainer (other than in respect of legal costs), whether arising as a result of any negligence by us or our Personnel or otherwise, it is agreed:

- (a) that neither we nor any of our Personnel (should any liability attach to any of our Personnel notwithstanding sub-clause 9.3) shall be liable to you for any amount which we or any of our Personnel would respectively have been entitled to recover from that other person by way of indemnity, contribution or otherwise but are unable to recover because you agreed with them an exclusion or limitation of their liability; and
- (b) that the agreement in clause 9.1(a) shall not apply if and to the extent that it would reduce the overall liability of us and our Personnel to you (other than in respect of legal costs) to less than the Liability Cap in clause 9.2, and in such circumstances our aforesaid liability to you shall be limited to the Liability Cap.

This term shall be enforceable by our Personnel.

9.2 Liability Cap

To the extent applicable under the laws and regulations in Our Jurisdiction we limit the aggregate liability of the Firm and our Personnel (should any liability attach to our Personnel notwithstanding sub-clause 9.3) to you and all Associated Persons in respect of all claims by you and all Associated Persons arising out of or in connection with the Retainer (including claims for legal costs and claims to which the provisions of sub-clause 9.1 apply), whether

arising as a result of any negligence by us or our Personnel or otherwise, to the sum specified in the relevant Retainer Letter, or if no sum is specified, the sum of €10 million (**Liability Cap**). Sub-clause 9.1 shall remain applicable and the limitations thereunder shall apply in respect of the matters set out therein irrespective of there being a higher Liability Cap that is higher than €10 million.

Associated Person means any person who is not our client in relation to the Retainer but who we agree shall be entitled to rely upon or receive our services in relation to the Retainer.

This term shall be enforceable by our Personnel.

9.3 Partners, members, employees and our service company

(A) Disclaimer

The services provided under or in connection with this Retainer are provided solely and exclusively by the Firm, acting through the agency of its partners, members and employees. The Firm shall be liable to you (subject to these CMS Standard Terms and all other terms of the Retainer) for:

- (a) the wrongful acts and omissions of the partners and members in the course of the business of the Firm or with the authority of the Firm; and
- (b) the wrongful acts and omissions of its employees in the course of their employment.

The Firm has arranged professional indemnity insurance at levels of indemnity commensurate with its professional responsibilities. No partner, member or employee assumes any personal responsibility to you, and accordingly no partner, member or employee shall owe you any personal duty of care.

(B) Exclusion of liability of partners, members and employees

It is agreed and understood that no partner, member or employee shall be liable to you for any loss or damage howsoever arising as a consequence of the acts or omissions of such partner, member or employee (including negligent acts or omissions) save where such loss or damage is caused by fraud, dishonesty, reckless disregard of professional obligations or wilful misconduct on the part of such partner, member or employee. The Firm itself shall be liable to you to the same extent as it would have been (under the relevant legislation governing the liability of the Firm in Our Jurisdiction or otherwise) in the absence of this exclusion, and the Firm undertakes not to rely upon any matter by way of defence if and to the extent that such matter would not have been available to it in the absence of this exclusion.

(C) Our service company

It is also agreed and understood that our service company shall be under no liability to you for any loss or damage howsoever arising as a consequence of the acts or omissions of any employee (including negligent acts or omissions).

(D) CMS LTF, CMS EEIG and other Member Firms and Partner Firms

It is agreed and understood that neither CMS LTF or CMS EEIG nor any Member Firm or Partner Firm other than the Firm shall be liable for any loss or damage howsoever arising as a consequence of the acts or omissions of the Firm pursuant to or in connection with the Retainer.

(E) Enforcement of this sub-clause

The terms of this sub-clause 9.3 shall be enforceable by the partners, members and employees of the Firm, by our service company, by CMS LTF, CMS EEIG and by any Member Firm or Partner Firm other than the Firm.

9.4 Liability that is not limited

The limitations and exclusions in this clause 9 will not operate to limit or exclude any liability for fraud, dishonesty, or reckless disregard of professional obligations or any liability which cannot be lawfully limited or excluded or which it would be unreasonable to limit or exclude.

10 Liability insurance cover

Where you instruct us to advise you in connection with any potential liability on your part, you should ascertain whether you are (or may be) covered by any relevant insurance in respect of either your potential legal liability and/or legal costs and expenses. If so, you should inform us of this fact, notify the insurers of the possible claim as soon as practicable and advise them of our involvement.

11 Other Member Firms and Partner Firms

- 11.1 If we need to obtain advice outside of Our Jurisdiction in respect of a particular matter we shall, unless you instruct us otherwise, instruct an appropriate Member Firm or Partner Firm on your behalf. We shall normally consult you before making any appointment on your behalf in order to discuss the arrangements proposed and the terms of such appointment.
- 11.2 Any services provided by that other Member Firm or Partner Firm will normally be provided pursuant to the terms of a retainer between you and that firm. We shall not normally be responsible for the services provided by any such Member Firm or Partner Firm engaged on your behalf. You will be directly responsible for their fees and expenses.

12 Experts, consultants and other foreign lawyers

- 12.1 If we consider it necessary to engage on your behalf any consultant, expert or foreign lawyer in connection with any particular matter (other than pursuant to clause 11) we shall normally consult you before making any appointment in order to discuss the person, firm or company to be appointed and the terms of their retainer.
- 12.2 Provided we disclose the relevant engagement to you prior to any claim being made, we shall not be responsible for the services provided by any such consultant expert or foreign lawyer engaged on your behalf. You will be directly responsible for their fees and expenses.

13 Intellectual property rights

- 13.1 We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sub-licensable licence to use such documents or other works solely for the matter to which the services relate. If you do not pay us in full for our services in relation to the matter in accordance with clause 6, we may, on giving notice to you, revoke that licence and only re-grant it to you once full payment has been made.
- 13.2 We may retain, for our subsequent use, a copy of the advice or opinion of any third party given in written form (or any note of any advice or opinion) obtained in the course of providing the services. Any third party will be instructed on the basis that any such advice or opinion will be so retained. If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information which might reasonably enable you to be identified.

14 Retention and storage of documents etc.

- 14.1 Subject to any agreement to the contrary, during the course of, and on completion of, any matter we shall retain such documents or copies thereof as in our professional judgment it is proper to retain, and for this purpose we may make or keep copies of such documents and destroy other versions of those documents.
- 14.2 We shall not be obliged to keep any documents retained pursuant to clause 14.1 or property relating to your matter for more than 2 years after completion of the matter or any longer period required by law in Our Jurisdiction. After this time, unless we agree otherwise, we may then dispose of the documents and property without further reference to you.

15 Termination

- 15.1 An agreement between you and us for the provision of defined services ends on the completion of the provision of those services. An open-ended agreement for the provision of services ends 6 months after the last date on which we provided services to you. Unless new or different terms are agreed, our acceptance of instructions to perform services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of instructions, to a new agreement on the CMS Standard Terms. If we provide you free of charge with any seminar, information or other document after the ending of an agreement such provision does not give rise to a new agreement.
- 15.2 You may terminate your instructions to us in writing at any time.
- 15.3 We may decide to cease acting for you only with good reason; for example, if we are unable to obtain clear or proper instructions, if you do not pay our bills or comply with our request for payment on account, if you give us instructions which conflict with our rules of professional conduct, or if in our professional judgment we consider that it would be inappropriate to continue to act for you. We shall give you reasonable notice of our intention to cease acting on your behalf.

- 15.4 If you or we decide that we shall no longer act for you, you agree to pay our outstanding charges and expenses, including those not yet billed. All our rights set out in these terms shall continue to apply even if we terminate the Retainer.
- 15.5 For the avoidance of doubt, where the Lead Firm enters a Retainer Letter with you on behalf of itself and other Member Firms or Partner Firms, this clause 15 applies to each Member Firm and Partner Firm separately. Accordingly termination of the Retainer Letter in respect of one Member Firm or Partner Firm will not affect the Retainer between you and any other Member Firm or Partner Firm named in the Retainer Letter.

16 Investment advice

- 16.1 The advice which we provide is confined to legal advice. Nothing we say or do is intended or should be understood as advice to you or to anybody on the investment merits of acquiring or disposing of particular investments or as an invitation or inducement to engage in investment activities; nor do we act as brokers of investment transactions.
- 16.2 The Firm is not authorised by any financial regulatory authority.

17 Raising queries or concerns with us

If you have any queries or cause for complaint about the services we provide to you, please raise these in the first instance with your Matter Partner. If that does not resolve the problem to your satisfaction, or if you would prefer, please take the matter up with the Firm's Senior Partner. We shall investigate your complaint promptly and carefully and do what we reasonably can to resolve the difficulties. You are, in any event, entitled to refer any matter or complaint to the complaints and redress system operated by the regulatory body governing lawyers in Our Jurisdiction whose contact details we can provide on request.

18 Data protection

We are a controller pursuant to the data protection legislation in Our Jurisdiction and where necessary have registered ourselves as such. If, in connection with the provision of our services to you, we receive or obtain personal information (personal data) this will (subject to any legal or professional regulatory requirements in Our Jurisdiction to the contrary) be used for the provision of such services and for the purposes set out in clause 7, which include using your personal data for legal, regulatory and administrative purposes and sharing it with other Member Firms and Partner Firms for internal purposes. Further information in relation to how we process your personal data is set out in our privacy notice.

19 Third parties

[Unless expressly provided none of the terms of the Retainer Agreement shall be enforceable by any person who is not a party to it. Where any term of the Retainer is enforceable by any person not a party to it that person's right to enforce such term is subject to the provisions of the Retainer Agreement and these Terms and Conditions concerning law and jurisdiction. The parties to the Retainer Agreement may by agreement rescind or vary it without requiring the

consent of any other person who, not being a party to the Retainer Agreement, may have any right to enforce any term thereof.]

20 Law and jurisdiction

These Terms and Conditions and the Retainer Agreement shall be subject to and governed by the law of Our Jurisdiction and any dispute arising out of or in connection with the Retainer shall be subject to the exclusive jurisdiction of the courts in Our Jurisdiction, provided that we may elect to bring proceedings in the courts of the country where you are headquartered, based or domiciled. In cases where Our Jurisdiction comprises more than one jurisdiction, the first named jurisdiction shall be Our Jurisdiction for purposes of this clause 20.

21 Application of these terms and amendments

- 21.1 These terms supersede any earlier terms of business we may have agreed with you and, in the absence of express agreement to the contrary, shall apply to the services referred to in any Framework Agreement and relevant Retainer Letter (if any) and all subsequent services which we provide to you.
- 21.2 From time to time, it may be necessary for us to amend or supersede these terms by new terms. Where this is the case, we shall notify you of the proposed changes and, unless we hear from you to the contrary within 14 days after such notification, the amendments or new terms will come into effect from the end of that period.

22 Provisions relating to litigation and other work in relation to disputes

- 22.1 Where a matter relates to litigation or the resolution of disputes by other means (including a non-contentious matter which becomes contentious or gives rise to further instructions on a contentious matter) there may be further contractual provisions and important information which we are professionally obliged to give you. Where this is the case this information is set out either in our Firm Specific Terms or the relevant Retainer Letter.

Appendix 1 – Member Firms' Headquarters

CMS Adonnino Ascoli & Cavasola Scamoni

Via Agostino Depretis, 86
00184 Rome, Italy

CMS Carey y Allende Abogados Limitada

Avda. Costanera Sur 2730, Piso 10
Parque Titanium, Las Condes
7550000 Santiago, Chile

Daly Inamdar Advocates LLP

ABC Place, 6th Floor ABC Towers, Waiyaki Way
40034-00100, Westlands, Nairobi, Kenya

CMS DeBacker SRL

Chaussee de la Hulpe 178
B-1170 Brussels, Belgium

CMS Hasche Sigle Partnerschaft von Rechtsanwälten und Steuerberatern mbB

Lennestrasse 7
D-10785 Berlin, Germany

CMS Pasquier Ciulla Marquet Pastor Svara & Gazo S.C.P.

Les Cigognes, 17 rue Louis Aureglia,
98000 Villa des Cigognes, Monaco

CMS Reich-Rohrwig Hainz Rechtsanwälte GmbH

Gauermannngasse 2
1010 Vienna, Austria

CMS von Erlach Partners AG.

Dreikönigstrasse 7
8002 Zurich, Switzerland

CMS Kluge Advokatfirma AS

Olav Kyrres gate 21, 4005 Stavanger, Norway

CMS Albiñana & Suárez de Lezo, S.L.P

Paseo de Recoletos 7–9
28004 Madrid, Spain

CMS Cameron McKenna Nabarro Olswang LLP

Cannon Place, 78 Cannon Street
London, EC4N 6AF, United Kingdom

CMS Derks Star Busmann N.V.

Parnassusweg 737
1077 DG Amsterdam, the Netherlands

CMS Francis Lefebvre Avocats

2 rue Ancelle
92522 Neuilly-sur-Seine, Cedex, France

Estudio Grau Sociedad Civil De Responsabilidad Limitada

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Lima, Peru

CMS RM Partners Inc

3rd Floor, 82 Maud Street, Sandton,
Johannesburg, South Africa

Rodríguez-Azuero Asociados SA

Carrera 11 No. 77a-99, Edificio Semana Of. 301/302,
Bogotá DC, Colombia

CMS Rui Pena & Arnaut & Associados – Sociedade de Advogados S.P.R.L.

Rua Castilho 50, 1250-071
Lisbon, Portugal

CMS Woodhouse Lorente Ludlow, S.C.

Paseo de la Reforma 115, Piso 15, Col. Lomas de
Chapultepec
C.P. 11000 Mexico City, Mexico

CGA - Couto, Graça E Associados
Av 24 de Julho, Nr 7, 7th Floor, Maputo,
Mozambique

CMS Wistrand Advokatbyrå Göteborg
Kommanditbolag
Marten Krakowgatan 2, 404 39 Gothenburg,
Sweden

CMS Wistrand Advokatbyrå Stockholm
Kommanditbolag
Regeringsgatan 65, 111 56 Stockholm, Sweden

Focaccia, Amaral e Lamonica – Sociedade de
Advogados
Rua Gomes de Carvalho, No. 1507, Andares 4 e 5,
Bloco B, Vila Olímpia, São Paulo, SP, Brazil, 04.547-
00, Brazil

Appendix 2 – Firm Specific Terms

Unless otherwise indicated, the Firm Specific Terms set out below apply in substitution for the relevant CMS Standard Terms. For the avoidance of doubt, where there is any inconsistency between the CMS Standard Terms and the Firm Specific Terms the Firm Specific Terms shall take precedence.

1 CMS Hasche Sigle Partnerschaft von Rechtsanwälten und Steuerberatern mbB (Germany)

Clause 5.1 (Charges and expenses) is substituted by the following wording:

Unless otherwise agreed, our fees will be calculated by reference to the time spent by each of our Personnel involved on the matter. The fee agreed between us and you will apply to the exclusion of any statutory fee applicable under the laws of Our Jurisdiction.

You are herewith advised that the fees agreed differ from the fees provided for under the German Lawyers Remuneration Act (RVG). However, for representations before courts, we shall receive at least the fees provided for under the RVG.

You are herewith advised that in case of cost reimbursement, particularly in court proceedings, the opposing party, other parties involved or the state treasury are regularly not required to reimburse any costs exceeding such fees provided for under the RVG. Any portion of the agreed fees in excess of the minimum fees provided for under the RVG are thus to be borne by you.

Clauses 9.2, 9.3 and 9.4 (Limitations and exclusions of liability) are substituted by the following wording:

Your claim under these CMS Standard Terms for compensation of financial losses caused by simple negligence on the part of the Firm shall be limited in terms of amount to EUR 10,000,000 (in words: ten million euros), unless otherwise provided by agreement in writing in an individual case. This limitation of liability shall also apply if there should be liability towards persons other than the client or where there is more than one client and/or more than one person entitled to a claim. The liability of the Firm for losses resulting from injury to life, limb or health shall remain unaffected.

Where several causes of a loss coincide, the Firm shall be liable within the framework of the limitation of liability as stated above only to the extent to which the fault of the Firm contributed to the occurrence of the loss in proportion to the other causes; this shall apply in particular in the event of work carried out jointly together with other professional advisors. The foregoing limitations also apply to any liability in tort for a loss caused by simple negligence on the part of (i) our Personnel, (ii) any sub-contractors engaged by the Firm as well as (iii) their partners, legal staff and other employees.

2 CMS Adonnino Ascoli & Cavasola Scamoni (Italy)

Clause 9 (Limitations and exclusions of liability)

You agree that the liability of the Firm, the other members of our group and our Personnel engaged in connection with the matter concerned is limited to a maximum of an amount equivalent to two times the fees charged in the matter concerned in the twelve months prior to the causal event.

3 CMS Albiñana & Suárez de Lezo, S.L.P. (Spain)

Clause 9 (Limitations and exclusions of liability)

You agree that the liability of the Firm, the other members of our group and our Personnel engaged in connection with the matter concerned is limited to a maximum of an amount equivalent to two times the fees charged in the matter concerned in the twelve months prior to the causal event.

4 CMS Cameron McKenna Nabarro Olswang LLP (UK)

Investment Advice

The advice which we provide is confined to legal advice. Nothing we say or do is intended or should be understood as advice to you or to anybody on the investment merits of acquiring or disposing of particular investments or as an invitation or inducement to engage in investment activities; nor do we act as brokers of investment transactions.

The Firm is not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000. We are regulated by the Solicitors Regulation Authority and can therefore in certain circumstances offer our clients a limited range of investment services that are incidental to the professional services we have been engaged to provide. We can also provide services in relation to investments which may reasonably be regarded as a necessary part of our professional services or which we are otherwise permitted to provide in conformity with that Act and related legislation.

In relation to insurance mediation activity we must inform you that we are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <https://www.fca.org.uk/firms/financial-services-register> .

Although the Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society and the Legal Ombudsman is the independent complaints handling body. If you are unhappy about any insurance mediation advice or investment advice you receive from us, you should raise your concerns with the Solicitors Regulation Authority or the Legal Ombudsman.

Client money

Subject to your instructions we shall deposit all client money in a client account which we have arranged at a major bank. Full details of this account are available on request. We are unable to accept

responsibility for any loss which you may suffer as a result of the failure of the bank to repay the money so deposited. Please note that the Financial Services Compensation Scheme (FSCS) covers deposits for individuals and small businesses up to a certain limit per authorised deposit taking institution. The FSCS limit applies to each individual and if you hold other monies in the same bank as our client account, the FSCS limit will apply in total. You should also be aware that some deposit taking institutions have several brands, i.e. where the same institution is trading under different names. If we are to make a claim to the FSCS on your behalf we will need to give certain information about you to the FSCS, but we will seek your consent before doing so.

5 CMS DeBacker srl. (Belgium)

Clause 9 (Limitations and exclusions of liability)

Unless expressly stipulated in the relevant Retainer Letter, our and the other members of our group's liability for an error or negligence by one of our Personnel is limited to an amount equivalent to ten times the total sum of our fees for the matter in question subject to a maximum amount of €1.5 million per matter and for our Personnel involved in the matter.

6 CMS Derks Star Busmann N.V. (The Netherlands)

Clause 9 (Limitations and exclusions of liability)

The Firm has appropriate professional liability insurance in respect of the services it provides.

Any liability shall be limited to the amount which is paid out under the relevant contract of insurance in the matter concerned, plus the amount of the excess, which under this contract of insurance in the matter concerned is borne by the Firm.

7 CMS Reich-Rohrwig Hainz Rechtsanwälte GmbH (Austria)

Clause 5 (Charges and expenses)

You are aware that the fees agreed differ from the fees provided for under the Austrian Lawyers Remuneration Act (Rechtsanwaltstarifgesetz - RATG). However, for representations before courts, we shall receive at least the fees provided for under the Austrian Lawyers Remuneration Act (RATG).

You are aware that in case of cost reimbursement, particularly in court proceedings, the opposing party, other parties involved or the state treasury are regularly not required to reimburse any costs exceeding such statutory fees. Any portion of the agreed fees in excess of the statutory minimum fees must therefore be borne by you.

If the opposing party is forced to reimburse a higher amount than you are obliged to pay under our fee arrangement according to the RATG we may charge this higher amount according to RATG.

Clause 9 (Limitations and exclusions of liability)

Prior to you signing the relevant Retainer Letter we have discussed and mutually agreed a limitation of liability with you. Our and the other members of our group's liability and the liability of our Personnel pursuant to or in connection with the provision of services under the relevant Retainer Letter is limited in the case of simple negligence to an amount in aggregate of €10 million for the entire instruction and for all participants (lawyers, partners, associates etc). This limitation of liability shall also apply in the case of gross negligence as long as such limitation complies with applicable laws in Our Jurisdiction.

The above paragraph is an individually agreed stipulation and takes precedence in the case of any conflict with the provisions regarding liability in clause 9 of the CMS Standard Terms.

8 CMS Rui Pena, Arnaut & Associados – Sociedade de Advogados, S.P R.L. (Portugal)

Clause 9 (Limitations and exclusions of liability)

You agree that the liability of the Firm, the other members of our Group and our Personnel engaged in connection with the matter concerned is limited to a maximum of an amount equivalent to two times the fees charged in the matter concerned in the twelve months prior to the causal event.

9 CMS von Erlach Partners AG (Switzerland)

Clause 5 (Charges and expenses)

Unless otherwise agreed, our fees will be calculated by reference to the time spent on the matter by each of our Personnel involved, and applying the hourly rates stated in the Retainer Letter (for the purposes of this Clause 5, the term Retainer Letter shall include any other written instrument setting out the terms of our engagement, such as, e.g., respective e-mail correspondence). In the absence of a Retainer Letter, or if the Retainer Letter does not specify the hourly rates applicable, our standard rates shall be deemed to have been agreed to apply to the Retainer at issue. The fee agreed between us and you will apply to the exclusion of any statutory fee applicable under the laws of Our Jurisdiction or any other jurisdiction.

With respect to civil, penal or administrative proceedings you are herewith advised that the fees agreed differ from the rates provided for under applicable procedural rules of Our Jurisdiction for the purposes of calculating party compensation. In civil, penal or administrative proceedings, the opposing party, other parties involved or the state treasury are regularly not required to reimburse party cost (cost of legal representation such as attorneys' fees and disbursements) in excess of the amount as calculated on the basis of the rates provided for under applicable procedural rules of Our Jurisdiction. Any portion of the agreed fees in excess of the party cost to be reimbursed in accordance with the applicable procedural rules of Our Jurisdiction are to be borne by you.

If the opposing party, any other party involved or the state treasury is held, according to the applicable procedural rules of Our Jurisdiction, agreement, decision or order of any court, penal or administrative authority, to reimburse higher party cost than you are obliged to pay under our fee arrangement we shall be entitled to receive such higher amount.

Clause 9 (Limitations and exclusions of liability)

Clause 9.1(b) is deleted.

Clauses 9.2 (Liability Cap) is substituted by the following wording:

9.2 Liability Cap

To the extent permissible under the laws and regulations in Our Jurisdiction we limit the aggregate liability of the Firm and/or our Personnel (should any liability attach to our Personnel notwithstanding sub-clause 9.3) to you and all Associated Persons and any of your Affiliates in respect of all claims by you and all Associated Persons and any of your Affiliates arising out of or in connection with the Retainer (including claims for legal costs and claims to which the provisions of sub-clause 9.1 apply), whether arising as a result of any negligence by us or our Personnel or otherwise, to the sum specified in the relevant Retainer Letter, or if no sum is specified, to the sum of EUR 10 million (for the purposes of this sub-clause 9.2 the term Retainer Letter shall include any other written instrument setting out the terms of our engagement, such as, e.g., respective e-mail correspondence).

10 CMS Woodhouse Lorente Ludlow (Mexico)

Anti-money laundering

We are required to identify our clients in accordance with anti-money laundering legislation in Our Jurisdiction and to file monthly notices of our activities before the *Secretaría de Hacienda y Crédito Público*. Such notices may contain certain confidential information of our clients but shall be kept in compliance with our trade secrets policy, client confidentiality agreements and other applicable legislation. In order to comply with those obligations, we are likely to request from you, and retain, information and documentation relating to your identity.

Clause 9 (Limitations and exclusions of liability)

Unless expressly stipulated in the relevant Retainer Letter, the liability of the Firm, the other members of our group and our Personnel for an error or negligence is limited to an amount equivalent to the total sum of our fees for the matter in question for the twelve months prior to the causal event, per matter and for all of our Personnel involved in the matter.

11 CMS Kluge Advokatfirma AS (Norway)

Clause 9 (Limitations and exclusions of liability)

Liability for damages on the part of the Firm, the other members of our group and our Personnel in connection with any individual engagement is limited in the aggregate to the higher of NOK 20,000,000 and the total fee paid to the Firm for the engagement in question. The Firm is not liable in any way for indirect losses or consequential losses, including operating loss, lost profit, lost goodwill, etc.

12 Rodríguez – Azuero Asociados SA (Colombia)

Clauses 9.2 and 9.4 (Limitations and exclusions of liability) are substituted by the following wording:

9.2 Liability Cap

To the extent applicable under the laws and regulations in Our Jurisdiction we limit the aggregate liability of the Firm, our Personnel and other members of our group (should any liability attach to our Personnel or other members of our group notwithstanding sub-clause 9.3) to you and all Associated Persons in respect of all claims by you and all Associated Persons arising out of or in connection with the Retainer (including claims for legal costs and claims to which the provisions of sub-clause 9.1 apply), whether arising as a result of any negligence by us, our Personnel, other members of our group or otherwise, to the sum specified in the relevant Retainer Letter, or if no sum is specified, then the lesser of: (1) the sum of €100,000 and (2) an amount equivalent to the total sum of our fees for the matter in question for the twelve months prior to the causal event, per matter and for all of our Personnel involved in the matter. Sub-clause 9.1 shall remain applicable and the limitations thereunder shall apply in respect of the matters set out therein irrespective of there being a Liability Cap that is higher than €100,000.

13 Yalçın Kemahlı Avukatlık Ortaklığı (İstanbul)

Clause 5 (Charges and expenses)

You are aware that the fees agreed differ from the fees provided for under the Minimum Attorney Fee Tariff of the Union of Bar Associations of Turkey and published annually on the Official Gazette for the respective year. In this respect, as a matter of law, for our legal services, we shall receive at least the fees provided for under said fee tariff.

You are aware that in case of cost reimbursement, in particular in court and/or execution proceedings, the opposing parties and/or other third parties involved, or the state treasury are regularly not required to reimburse any costs exceeding the attorneys' fees which is to be granted by the courts and/or execution offices in favor of the succeeding party. However, the attorneys' fees to be paid by the other parties by means of a decision of the courts and/or execution offices are separate from the fees under this agreement. As per Article 164 of Attorneys' Act, such attorneys' fees shall be collected by us from the other party and shall not be deducted from the fees determined in accordance with this agreement.

Clause 9 (Limitations and exclusions of liability)

Our and the other members of our group's liability and the liability of our Personnel pursuant to or in connection with the provision of services under the relevant Retainer Letter is limited in the case of simple negligence to an amount in aggregate of €10 million for the entire instruction and for all participants (lawyers, partners, associates etc). This limitation of liability shall also apply in the case of gross negligence as long as such limitation complies with applicable laws in Our Jurisdiction.

The above paragraph is an individually agreed stipulation and takes precedence in the case of any conflict with the provisions regarding liability in clause 9 of the CMS Standard Terms.

14 CMS Daly Inamdar Advocates LLP (Kenya)

Clause 5.4 (Charges and expenses)

We reserve the right to adjust our fees to take into account the value, importance, complexity and urgency of the matter as well as any unforeseen circumstances including any volatility in inflation or exchange rates.

Clause 6 (Billing Arrangements)

The Firm may from time to time require a deposit on account of anticipated costs and disbursements. The Firm has the right to appropriate the deposit to defray disbursements incurred on your behalf or to pay interim bills on your account. However, deposits are normally held against payment of the final account to be rendered to you and you are expected to settle interim bills and pro forma invoices without resort to the deposit.

Interim bills or deposit request notes setting out an estimate of fees and expenses may be submitted at appropriate intervals during the course of a matter at the Firm's discretion, with notice to you. Once issued, you are expected to make payment of the amounts set out in the accompanying Statement of Account without delay made in the currency in which it is expressed. If you have any queries on any bill, please raise them with the contact partner set out in the engagement letter as soon as possible. In any event, any part of a bill which is not subject to query is due and payable on delivery. The Firm is entitled to charge interest (**Statutory Interest**) on any sum unpaid one month after the date of delivery at the rate prescribed under the Advocates Remuneration Order currently in force under the Advocates Act of Kenya.

Payment of our fees are to be made without any deductions or set offs (other than any applicable Withholding Tax (WHT) and Value Added Tax (VAT) (if you are a prescribed VAT Collection Agent)).

Upon deduction and payment of any WHT or VAT notification of the deduction and payment should be delivered to us within 14 days. Until we receive an I-Tax notification of payment the amount deducted from your payment to us will remain due and owing by you.

Final receipted invoices will be forwarded to you upon full payment (inclusive of any applicable VAT and, in the case where WHT or VAT has been deducted, upon proof of payment thereof). In the event that the Firm is requested to issue an Electronic Tax Register receipt (ETR) prior to payment of our fees in full this will be considered on an exceptional basis on the express condition that if our fees are not paid in full within 7 days of issue of the ETR, interest will be payable at the rate of 5% per month on the amount of any unpaid VAT or WHT with effect from the date of issue of the ETR as well as Statutory Interest on the balance of the unpaid fees.

We are unable to accept any withholding tax certificates that are not KRA I-Tax compliant (e.g., manual) or which relate to a year other than that in which payment of our fees is made, as the KRA I-Tax system will reject our returns (e.g., WHT paid in year 1 but fee not paid until year 2). In these circumstances, you must apply for a refund of the tax paid and then make the payment again.

No payments in cash will be accepted without our express prior approval. We reserve the right to return to the remitting source any cash funds received other than with our approval. If any unapproved cash payments are received, these will be held in suspense pending our being satisfied as to the sourcing of the funds or to be returned only to the paying party.

Third Party Liability for Payment of Fees

Even if someone else has agreed to pay or is responsible for paying all or part of your legal costs, we will normally address our bills to you as the person instructing us to act on any matter. You as the instructing party will, in any event, be responsible for paying our fees (including any VAT). You may be entitled to seek recovery from another person.

Client Money

Any money held by us on your behalf will be banked with our usual bankers (Standard Chartered Bank Kenya Limited) unless otherwise agreed.

The Firm has no legal responsibility for the failure of any licensed banking institution or other institution designated for the deposit of client monies to repay any client monies held by the institution in the event of any default by that institution.

The Firm is entitled to set off any monies belonging to you held in client account, for any purpose, against any billed but unpaid fees and disbursements.

The Firm may require you to disclose the source of any funds that is remitted to the Firm for your account.

Clause 9.2 (Liability Cap)

To the extent applicable under the laws and regulations in Kenya we limit the aggregate liability of the Firm and the partners, members and employees (Personnel) (should any liability attach to our Personnel notwithstanding sub-clause 9.3) to you in respect of all claims by you arising out of or in connection with the services provided under these terms of engagement (the Retainer), whether arising as a result of any negligence by us or our Personnel or otherwise, to the equivalent of double the amount of fees charged on the relevant transaction or the sum of Kenya Shillings Five hundred million (Kshs. 500,000,000/), whichever is lower.

Clause 13 (Retention and Storage of Documents)

13.3 We will be entitled to keep all your papers and documents while there remains money owed to us for fees and expenses.

13.4 Deeds, wills and other important papers that you want us to keep for you will be put in our strong room. We will advise you should there be any storage charge. We will take reasonable precautions for the security of the contents of our strong room but it will not have the security of a bank vault and you should take out appropriate insurance from loss or damage for which we are not directly responsible.

15 CMS Pasquier Ciulla, Marquet, Pastor, Svara & Gazo S.C.P. (Monaco)

Charges and expenses

Unless otherwise agreed, our fees will be calculated by reference to the time spent on the matter by each of our Personnel involved. The fee agreed between us and you will apply to the exclusion of any statutory fee applicable under the laws of Our Jurisdiction.

According to the Monaco Ordinance No 8.361 of 29 July 1985 modified by the Ordinance No 15.173 of 8 January 20021, all procedures instigated within any jurisdictions of the Principality of Monaco may entail supplementary procedural costs consisting notably of a duty proportional to the litigation value².

Clause 6 (Limitations and exclusions of liability)

You agree that the liability of the Firm, the other members of our group and our Personnel engaged in connection with the matter concerned is limited to compensation for direct damage suffered, excluding any indirect and/or unforeseeable damages and shall not exceed five times the amount of the fees charged for the performance of the matter. It is hereby agreed that this limitation shall not apply in the event of gross negligence or fraudulent misconduct.

Our liability cannot be called into question in the case of using the services rendered for a purpose or in a context different from that for which our Firm has worked on, in the case of misuse of its recommendations or in the case of ignoring reserves made.

Our Firm shall not be liable for indirect damages, loss of earnings, loss of opportunities, loss of expected profits, or financial consequences that may occur following possible actions instigated by third parties against you.

16 CGA - Couto, Graça e Associados (Mozambique)

Clause 9 (Limitations and exclusions of liability)

You agree that the liability of the Firm, the other members of our Group and our Personnel engaged in connection with the matter concerned is limited to an amount equivalent to two times the fees charged in the matter concerned in the twelve months prior to the causal event and up to a maximum amount of USD 1.000.000,00 (one million US Dollars).

17 CMS Wistrand Advokatbyrå Stockholm KB & CMS Wistrand Advokatbyrå Göteborg KB

Clause 9 (Limitations and exclusions of liability)

¹ which may be consulted on the website www.legimonaco.mc.

² from 1 801 to 5 500 € : 4 %, from 5 501 to 11 000 €: 3 %, from 11 001 to 15 500 €: 2 %, from 15 501 to 23 000 €: 0,75 %, beyond 23 000 €: 0,40 %.

Our liability for any loss or damage suffered by you as a result of our fault, and/or negligence when carrying out the assignment, shall be limited to an amount per assignment of SEK fifty (50) million or, if our fees for the assignment are less than SEK one (1) million, SEK five (5) million. Your remedy is limited to damages. A price reduction or any other remedy is not available in addition to damages. Neither can we accept any obligation to pay penalties.

We shall not be liable for any loss of profit, loss of production or any other indirect damage or indirect loss, consequential damage or consequential loss or similar.

18 Prism Chambers Limited (Mauritius)

Clause 9 (Limitations and exclusions of liability)

Unless otherwise stated in the Retainer letter, the liability of our Firm, and our Personnel, for any loss or damage arising from or in connection with the services provided pursuant to an engagement, shall be limited in the aggregate to the higher of MUR 10 million and the total fee paid to the Firm for the engagement in question.

The Firm shall not be held liable in any way for indirect losses or consequential losses, including loss of opportunities, lost profit or lost goodwill.

Charges and expenses

Where charged at an hourly rate, our fees shall be calculated by reference to the member our Personnel involved in the matter. We shall provide you with the number of hours of work performed on a monthly basis or upon reaching 10 hours of work.

Our fees exclude any regulatory fee which may applicable under the laws of the Jurisdiction and must be settled separately. Any other disbursements will be charged in addition to the above fees and will be itemised separately.

Our invoice shall be addressed to you as the instructing party on a relevant matter. You, as the instructing party will, in any event, be responsible for settling our fees (including any VAT and disbursements).

19 CMS RM Partners Incorporated – South Africa

Where work does not proceed to a conclusion or the mandate is terminated, the firm will charge for all work done, together with all disbursements incurred by the firm in relation to the matter.

Contractual limitation of liability

To the extent permitted by law, our aggregate liability for all claims directly or indirectly arising from or connected with any matter (whether in negligence, breach of legal duty, breach of contract, delict (or tort) or otherwise and whether to you or any other person) is limited. This limitation is to the amount of the indemnity provided by our professional indemnity insurers in respect of such claims, except in

matters involving the preparation of due diligence reports, in which cases our liability is further limited to the amount of our professional fees (exclusive of VAT) in respect of the due diligence report.

You agree that the services rendered under or in connection with the terms of our engagement are rendered by incorporated entities and you agree not to pursue any action against any individual director, employee, or consultant of those entities in respect of any claim.

Anti-money laundering procedures

We have a legal duty to verify the identity of all our clients, and, in the case of corporate clients, to establish their beneficial owners and to verify the identity of the beneficial owners, by obtaining satisfactory evidence of identity. The precise nature of the evidence required will vary according to circumstances, including the nature of your organisation or trading vehicle (where you are not instructing us as an individual). We shall set out these know-your-client requirements and request copies of the required documentation. In addition to the legislative requirements, we require corporate clients to provide evidence of their ultimate beneficial ownership.

Our compliance with certain laws and regulations

We may require you to provide identifying documents and information concerning yourself and individuals and/or entities associated with you in order to comply with anti-money laundering laws and regulations, and to keep those documents and information up to date. We may be unable to carry out your instructions if we are unable to verify your identity or, in some instances, the identities of your directors, shareholders and eventual beneficial owners.

We may be required by law or regulation to report to a governmental or regulatory authority our knowledge and/or suspicion that certain criminal offences relating to money laundering, tax evasion and/or the financing of terrorist or related activities may have been, or are intended to be, committed, regardless of whether such an offence has been committed by a client of ours or by a third party. We may not be able to discuss such reports with you because of restrictions imposed by those laws and regulations, and we may have to cease acting for you in those circumstances. You agree that we are not responsible for any adverse consequences you may suffer as a result of our compliance with such laws and regulations.

It is possible that because we have been appointed in a matter, or because we have received funds, documents or information in the course of, or in connection with, a matter, we may be required in future to participate in an inquiry, commission or proceedings arising out of, or in connection with, the matter. This may, for example, involve us producing documents, seeking to claim or defend your privilege to resist inspection or disclosure of certain documents or information, or giving evidence at an inquiry. We shall endeavour to seek your instructions if these circumstances arise to the extent it is lawful for us to do so, but in any event, you agree to reimburse us for out-of-pocket expenses and for the time we spend at our hourly rates then current.

Limitations

If the validity or enforceability of any of these terms of service is in any way limited by the laws and professional regulations applicable to us, those laws and professional regulations will take precedence over these terms of service, but they will be valid and enforceable to the fullest extent permitted by such

laws and professional regulations, and such limitation shall not affect the validity or enforceability of any other term.