

Terms and Conditions of Engagement

1. Applicability

- 1.1 These terms and conditions of engagement (**Terms**) apply to all services and advice provided by MLL Legal Ltd and/or MLL Legal LLP (individually and collectively, **MLL**) to or for their clients (each a **Client**).
- 1.2 Where the engagement of MLL is defined by separate terms or rules (e.g. by an engagement letter, a power of attorney, a fee quote or pitch documentation), these Terms are nevertheless applicable, provided however that any provisions contained in such separate terms or rules deviating from these Terms shall prevail.

2. Engagement

- 2.1 The scope of the engagement of MLL is determined by the circumstances, facts and instructions provided by the Client and accepted by MLL. The Client will ensure that MLL is supplied in a timely manner with all information that MLL reasonably requires to perform its engagement or that is material to its engagement. MLL may assume that the circumstances, facts and instructions provided by the Client are correct and complete. The Client cannot use or rely on MLL's advice or services outside of the scope of the engagement.
- 2.2 MLL is the contracting party of the Client. Thus, MLL is accountable for the services and advice provided by any individual partner or employee of MLL. Any engagement is deemed to have been given to MLL, also if the Client expressly or implicitly intended that a specific mandate be performed by a particular person.
- 2.3 Unless the Client has expressly asked MLL to do so, MLL will not verify or check any information or instructions provided to it by the Client, or by others on the Client's behalf, and the Client acknowledges that MLL shall be entitled to rely on such information or instructions when performing its obligations under the engagement.
- 2.4 In the event that MLL is acting for the Client on several matters, the Client should not assume that information the Client provides to a person working on one matter will be communicated to a person working on another matter. The Client should therefore provide all information that has a bearing on a matter directly to the relevant team.
- 2.5 Any engagement between MLL and the Client shall be subject to MLL's express acceptance of such engagement and MLL may not accept an engagement, or may have to cease to act for the Client under its statutory, professional or internal rules, if there is a conflict between MLL's duties to the Client and to other clients or between the interests of MLL and the interests of the Client.
- 2.6 The Client agrees to provide MLL at any time on request with the information required to conduct a conflict search. In addition, the Client agrees to promptly inform MLL if the Client becomes aware of any circumstances it considers a potential conflict for MLL. The Client acknowledges that, by accepting an engagement, MLL does not grant exclusivity for the provision of legal advice or other services in relation to a certain business or market. Subject to statutory and professional rules, MLL may act for other clients in transactions, disputes or other matters in which the Client or any affiliated entity of, or any person related to, the Client has an interest, provided that MLL does not thereby breach its duties to the Client.

3. External Law Firms and Advisors

If appropriate and approved by the Client in advance, MLL may retain external law firms or external advisors on the Client's behalf. The contractual relationship in respect of the external party's services shall be between the Client and the external law firm or advisor directly, regardless of the channels of invoicing and instruction. MLL does not take any responsibility for the services provided by any external law firms or advisors.

4. Confidentiality

- 4.1 MLL is subject to professional secrecy obligations and will treat any information obtained from the Client as confidential.
- 4.2 The confidentiality obligations of MLL shall not pertain to information (i) for which it can be proven that it has been or will be obtained lawfully from third parties, (ii) that was generally known to the public at the time of the engagement of MLL, or (iii) that becomes generally known to the public after the engagement of MLL without any breach of confidentiality obligations under these Terms.
- 4.3 The Client agrees that MLL may disclose any relevant information in order to protect and/or defend itself in any actual or threatened legal, civil, criminal or regulatory proceedings, or to enforce its claims against the Client, and may also disclose any relevant information in confidence to MLL's insurers, insurance brokers, auditors and advisors.
- 4.4 MLL may be required to make certain disclosures to the appropriate authorities pursuant to applicable money-laundering, terrorism financing, or sanctions provisions. Such obligations may override MLL's professional secrecy obligations. If so, MLL will to the extent permissible and practicable inform the Client of the request or requirement to disclose.
- 4.5 Unless specifically instructed otherwise, MLL is allowed to communicate and exchange information with the employees, consultants and corporate bodies of the Client and their affiliates when providing services for the Client.
- 4.6 There may be cases when MLL acts for or is aware of information regarding other clients who may be active in a similar business as the Client or whom the Client may consider as competitors. MLL is under no obligation to disclose such information to the Client.
- 4.7 MLL represents numerous clients. During the term of an engagement, it may occur that the Client conducts transactions or dealings with other existing or future clients of MLL. By entering into the engagement, the Client agrees that MLL may, without renewed disclosure and without the Client's express consent, continue to represent existing clients or assume representation of new clients in the future, even where their interests may conflict with the interests of the Client. This applies provided that (i) the other matter is not materially related to and does not conflict with the engagement, (ii) such representation is compliant with the applicable legal and professional regulatory requirements, and (iii) MLL only accepts mandates for other clients where it can, in good faith, assume that the interests of each client can be adequately safeguarded.
- 4.8 As for other leading business firms, it has become indispensable for MLL to disclose to potential clients and directories the names of companies retaining services from MLL and generic descriptions of the services for reference purposes. If the Client wishes to refrain from doing so, this must be communicated to MLL. In any case, MLL respects the



Client's confidentiality concerns and refrain from disclosing any business secrets or sensitive or specific data.

4.9 Without prejudice to MLL's confidentiality obligations towards the Client and other clients, the Client acknowledges that, as is customary for leading professional firms, MLL may use knowledge acquired in the course of providing services to clients in order to improve and develop the services. Such knowledge is stored securely within MLL's internal knowledge management systems.

4.10 In the course of carrying out any engagement, MLL may use artificial intelligence technologies, including machine-learning-based and generative AI tools. MLL ensures that any such use complies with its duties of professional secrecy, confidentiality, data protection and information security.

5. Fees and Expenses

5.1 MLL's fees are calculated in accordance with the level of experience of the attorneys involved, on the basis of the applicable hourly rates and the time spent. MLL reserves the right to change the hourly rates of its attorneys on an annual basis.

5.2 MLL's fees are exclusive of taxes and out of pocket expenses. MLL charges a percentage of the total legal fees to cover telephone, photocopying services and other communication and office costs in accordance with the guidelines of the Swiss Bar Association.

5.3 All amounts are exclusive of value added tax (**VAT**), where applicable. Any VAT payable by MLL shall be charged to the Client. Likewise, any applicable foreign taxes and deductions are to be borne by the Client or charged to the Client.

5.4 Unless explicitly stated otherwise, any quote, estimate or indication of anticipated legal fees shall constitute a non-binding estimate only. Moreover, any quote, estimation, indication, fixed fee, or cap of legal fees is exclusive of expenses, VAT etc. Unless otherwise agreed, the effective level of the fees will depend upon the time actually spent on the matter and the applicable hourly rates.

5.5 MLL issues invoices on a regular basis (e.g. monthly or quarterly). All invoices must be paid within 20 days of receipt unless the invoiced amount is covered by a retainer. The Client is not entitled to suspend the obligation to pay invoices and/or to claim set-off.

5.6 If an invoice is not paid within the specified period, the Client will be in default by operation of law and may be liable to pay statutory default interest. Moreover, MLL reserves the right to decline to further act for the Client. In the event MLL takes action to pursue and enforce payment, its costs of doing so will be payable at the usual rates of the staff engaged in such action.

6. Communication and Documents

6.1 The Client agrees that MLL may use electronic means, without encryption, when MLL communicates with the Client or with third parties in respect of the Client's affairs. The Client acknowledges that communication by electronic means, e.g., by email or internet-based applications is associated with risks, in particular the risk that third parties may gain knowledge of or alter the communication contents, that a communication may not be received by the addressee(s), that the contents of such communication may be infected with computer viruses, manipulated or become corrupted, or that communication may be misdirected, delayed or not received. MLL shall not be liable for such risks. MLL advises the Client to carry out its own virus checks on all its systems, data and communications.

6.2 External IT service providers or cloud providers with servers in Switzerland or abroad may be used for video conferences or other forms of communication, service delivery or data storage, which may involve risks for data security. If the Client expects further information and/or special security measures, MLL must be contacted or informed accordingly in advance.

6.3 The Client takes note and approves that the files may be archived in the form deemed appropriate by MLL (electronically, physically or any other form) and may, subject to any other agreement, be destroyed or deleted without previous inquiry after ten years.

6.4 All MLL attorneys and staff members of all MLL locations (including the London and Madrid offices) will have access to the Client's data, except if MLL considers it inappropriate, or the Client instructs MLL to restrict access to certain information.

7. Limitation of Liability

7.1 The Client agrees that its recourse for any damages is against MLL only. The Client hereby agrees that it will not bring any claim or proceedings and waives any claim against any employee, consultant, associate, auxiliary person, partner or affiliate of MLL. Any advice given by MLL is provided solely for the Client's use and benefit and may not be used or relied on for any other purpose or disclosed to any other person (excluding the Client's professional advisors on a "need-to-know-basis", who, however, may place no reliance on such advice) without MLL's prior written approval.

7.2 If MLL's role includes assisting the Client in coordinating the work of the Client's other advisers, MLL will not be responsible for the advice provided by them. It is the Client's responsibility to ensure that the advice from its other advisers is received and considered by the Client and is adequate for the Client's purposes. Unless specifically agreed, MLL is not liable for any advice on foreign, i.e., non-Swiss, law, nor liable for any tax advice. Likewise, MLL is under no duty to update any advice given to the Client.

7.3 Where MLL and another person (such as another professional adviser) are liable to the Client in respect of the same matter, the Client agrees that MLL's liability shall not be increased by any limitation of liability agreed between the Client and such other person or by the Client's inability to recover from such other person. The Client's recourse against MLL shall in any event be limited to the amount for which MLL would have been liable had no such limitation existed and/or had such other person paid its proportionate share.

7.4 Unless otherwise agreed in writing and except in cases of wilful intent or gross negligence, MLL's liability for damages caused by a breach of duty is limited to the lower of CHF 1 million and ten times the fees paid.

8. Termination

8.1 Both the Client and MLL have the right to unilaterally terminate the engagement and any power of attorney issued on the basis thereof at any time. The Client will be responsible for any fees, expenses and disbursements incurred up to the date of termination, together with any fees, expenses and disbursements necessarily associated with MLL ceasing to act or the transfer of the work to another advisor of the Client's choice.

8.2 Sections 4 (Confidentiality), 6 (Communication and Documents), 7 (Limitation of Liability) and 9 (Governing Law and Jurisdiction) of these Terms shall survive the termination of the engagement.

9. Governing Law and Jurisdiction

9.1 The relationship between MLL and the Client is exclusively governed by Swiss law, to the exclusion of its conflict of law provisions and any international treaties.

9.2 Any dispute, controversy or claim arising out of or in connection with these Terms and/or any engagement governed by these Terms shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre (**Rules**) in force on the date on which the notice of arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Zurich, Switzerland. The arbitral proceedings shall be conducted in English.



Notwithstanding the foregoing, MLL may, at its sole discretion, submit any claims for the collection and enforcement of amounts due to MLL for its services under these Terms and/or any engagement governed by these Terms (**Fee Claims**) to the exclusive jurisdiction of the courts at the place of the MLL office in Switzerland with which the Client entered into the client relationship, or at the place of the registered seat of MLL Legal Ltd in case the client relationship was entered into with an MLL office outside of Switzerland; in either case unless otherwise provided in the engagement letter to the Client. Fee Claims do not include, and this carve-out does not apply to, any counterclaims, liability claims or any other claims asserted by the Client against MLL.

The Client may bring any claim against MLL only by arbitration as set out above, and waives any right to commence or participate in proceedings against MLL before state courts, except to the extent mandatory law provides otherwise.