

General Terms and Conditions for Legal Services

Governing Terms. This statement contains the general terms and conditions for our engagements as your lawyers (the “**Conditions**”). These Conditions, as amended from time to time, shall form an integral part of any agreement we may have with you.

Scope of Our Engagements. The scope of any engagement we may have from you will be set out in a separate letter (an “**Engagement Letter**”).

Fees. Our fee arrangement for any engagement we may have from you will be set out in such Engagement Letter.

Confidentiality. We will always honor our duty of confidentiality to you and protect your information in accordance with provisions and regulations applicable to Luxembourg lawyers.

Conflicts. These Conditions confirm our mutual agreement that we may without your consent act for other persons or entities whose interests are adverse to you or your affiliates in matters not substantially related to our engagement by you in Luxembourg. The adversity may be in litigation, legislative or regulatory matters, or in transactions or otherwise, all regardless of type, importance or severity of the matter.

Third Parties. Our engagements for you does not create any rights in or liabilities to any third party.

Termination of Services. We may terminate our engagements for any reason in accordance with provisions and regulations applicable to Luxembourg lawyers. We try to identify in advance and discuss with our client any situation that may lead to our withdrawal, and if withdrawal ever becomes necessary we give the client written notice of our withdrawal.

You may terminate our engagements at any time by written notice. Termination of our services will not affect your responsibility for payment for legal services rendered and additional charges incurred before termination and in connection with an orderly transition of your matters.

E-mail. We make reasonable attempts to exclude from our e-mails and attachments any virus or other defect that might affect any computer or IT

system. However, it is your responsibility to put in place measures to protect your computer or IT system against any such virus or defect, and we do not accept any liability for any loss or damage that may arise from the receipt or use of electronic communications from us.

Accuracy of Information. It is the client’s responsibility to ensure that any financial information and data provided to us is accurate such as among others the relevant figures, exchange rates and other data that may be necessary to complete the legal documentation drafted by us. In this respect, we shall assume that the information on which we base our advice and draft our documents is correct. In particular, we shall have no duty to verify the accuracy of any financial document provided to us such as for instance, balance sheet and profit and loss accounts.

Know Your Customer. To comply with applicable Luxembourg anti-money laundering and fight against financing of terrorism regulations, we need to identify our clients, as well as the ultimate beneficial owner(s) of the operation in which we shall be involved. The compliance of the client with our related procedures shall condition our final approval of our engagements.

Ownership Rights. Unless otherwise agreed in writing, we will own the copyright in all documents and other materials (on paper or computer disk or sent by electronic mail), which we may provide you with from time to time. You may make copies of these documents or other materials for your own internal use but you shall not provide these documents or other materials or copies of them to any third party without first receiving our written permission. We may develop or use for other clients any ideas, concepts, information or know-how reflected in any of such documents or other materials or otherwise developed during the course of providing our services to you

Liability. Unless otherwise agreed in writing, we accept no responsibility for any losses resulting from the use of documents, otherwise than in the form supplied by us or in any circumstances other than those for which they were prepared.

We may only be held liable to you for damages related to services provided under an Engagement Letter, which constitute the direct consequences of defaults from our part, in so far as these defaults should have been avoided in ordinary circumstances by any professional advisor with normal attention and diligence.

In any event, we shall not be liable for any injuries resulting from the use of any document or information relating to services provided under an Engagement Letter communicated by you to a third party without our express written approval. In such a case, such unapproved communication shall be considered as the exclusive cause of any injury that may eventually be suffered by this third party.

In any event, our liability relating to services provided in connection with an Engagement Letter shall not exceed 10 (ten) times the amount of the fees paid for these services with a maximum of EUR 2,500,000 (two million five hundred thousand Euros).

Data Protection. We shall not process any personal or sensitive data in any manner incompatible or inconsistent with the purposes for which it was provided. You agree to ensure that you have obtained all the necessary consents of the individuals whose personal data you provide us with and you agree to indemnify us against each and any loss, liability and cost incurred by us as a result of your acts or omissions in connection with that data which place us in breach of any law or regulation in any jurisdiction related thereto.

Dispute Resolution. Any dispute, controversy or claim which may arise out of or in connection with an Engagement Letter and/or these Conditions or the execution, breach, termination or invalidity thereof, shall be settled in accordance with the Luxembourg law, including provisions and regulations applicable to Luxembourg lawyers and shall be submitted to the Luxembourg jurisdiction only.
