
URÍA MENÉNDEZ

Standard Terms of Engagement

Applicable since 15 June 2020

Modified in 2022 and 2023

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1. Purpose and scope of application

These standard terms of engagement (“**UM Standard Terms of Engagement**”) apply to the legal advice and services (“**Services**”) that Uría Menéndez Abogados, S.L.P., with registered office in Madrid, c/ Príncipe de Vergara, 187 Plaza de Rodrigo Uría (“**UM**”) provides its clients (“**Client**”, and, together with UM, “**Parties**”). Specific legal aspects will be established and agreed for each matter or several matters (“**Matter**”).

These UM Standard Terms of Engagement do not apply when UM’s Portugal offices are retained to provide the Services. The UM Standard Terms of Engagement governed by Portuguese law will apply and disputes regarding the same will be subject to the jurisdiction of Portuguese courts.

2. General principles

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

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

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

In order to guarantee the highest professional standards, UM has a mandatory Code of Conduct. The Client has read, understands, and agrees to adhere to, the [Guiding Principles of UM's Code of Conduct](#), which are available on UM's website.

3. Professional services

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

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

The Services will be provided solely to the Client and not to any other person or entity such as the Client's parent company, subsidiaries, or related companies or advisors. The Client agrees that it will not, directly, indirectly, fully or partially, assign, pledge, encumber or otherwise dispose of its rights and obligations under these UM Standard Terms of Engagement or any other payment obligation deriving from the same (e.g. assign credit rights arising from the provision of services) when the Client is a consumer.

4. Third-party professionals

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

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

5. Fees, expenses and invoicing

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

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

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

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

Payments to third parties (for travel expenses, courier services, translations, telephone charges, meals, the services of third-party-professionals as established in section 4, etc.) will be justified with receipts. UM will bill the Client for these expenses in its next invoice. UM will also bill the Client for any internal expenses incurred to provide the Services (e.g. overtime pay for administrative staff) by reference to its records. The Parties may specifically agree which expenses UM will bear as a consequence of or in connection with the provision of the Services.

The Client must pay all the fees and expenses incurred by UM if the Services are terminated early, in accordance with section 17 of these UM Standard Terms of Engagement, or if the transaction to which the Services relate does not come to fruition.

UM's invoices are payable at sight, and in all cases within 30 days of the invoice date. They are payable by account payee cheque or by transfer to the bank account indicated by UM, or by the person or company that issues the invoice.

6. Communications

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

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

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

7. Confidentiality and professional secrecy

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

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

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

8. Anti-corruption policy

UM takes a zero-tolerance approach to all forms of corruption. Its anti-corruption policy applies to all UM's relationships with clients and third parties.

The Client has read and understands [the anti-corruption policy](#), which is available on UM's website.

9. Prevention of money laundering and financing of terrorism

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

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

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

10. DAC 6

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

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

11. Formulae and technical, accounting and financial information

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

Consequently, UM is under no obligation to evaluate or assess, and is therefore not responsible for, the formulae, algorithms, spreadsheets or technical, accounting, financial or numerical data that the Client, its advisors or third parties provide for their inclusion in any document drafted by UM or that are included in documents prepared by the Client, its advisors or third parties.

12. Third-party digital services, tools and platforms

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

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

13. Intellectual property

UM owns all intellectual property rights over work and material created in relation to the Services. The Client may use the work and material for the Services or for any other legitimate purpose that does not involve disclosing the intellectual property rights to third parties. However, should the Client wish to disclose their existence or content to third parties, they will need UM's prior written consent.

If the Client or third parties (in the latter case, with UM's prior written consent) use all or part of any material or document that UM has drafted regarding the Services for any other matter on which UM has not advised, UM will not be liable for that matter or for the materials or documents used.

14. Public disclosure

UM may inform third parties that the Client is a UM client, unless the Client (i) expressly indicates otherwise; or (ii) is an individual and UM has not obtained their prior consent for these purposes.

Once the Matter becomes public, and subject to the same limitations as in the preceding paragraph, UM may disclose details of the Matter and indicate the nature of the Services.

15. Data retention and storage

UM will retain data and documents until the end of the Services. After the Services, UM will keep copies of the documents for the term established in the regulations in force in accordance with UM's internal document retention policy and in order to comply with any statutory or contractual duties.

Data and documentation relating to the Services may be stored on UM's systems and servers, in collaborative spaces or on third-party systems or electronic storage media, including cloud computing services, provided that the third parties have appropriate technical and organisational security measures in place, and UM has entered into a written data sub-processing agreement with them in terms no less restrictive than those in section 18 of these UM Standard Terms of Engagement.

Although UM takes the necessary measures in line with industry standards to protect the data it handles, retains and stores, the Parties understand and acknowledge that UM cannot guarantee that this activity is totally risk free (e.g. third-party data loss, interception or misuse) and as such UM does not accept liability for the risks.

16. Scope and limitation of liability

UM will only be liable to the Client for any damage or loss of profit that the Client directly suffers as a result of UM's negligent or fraudulent provision of the Services. The Client agrees that any claim or action that it may initiate in relation to the Services, Matter and these UM Standards Terms of Engagement ("**Claim**") must be made in writing, include sufficient information on the nature and amount of the Claim and, in any event, within two years from the date the Services end. The Services will be understood to have ended on the issue date of UM's final invoice for the specific Matter relating to the Claim.

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

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

The above limitations and disclaimers, as well as those set out in sections 6, 12 and 15 do not apply if the Client is a consumer.

17. Termination

UM may cease to provide the Services in accordance with the professional ethics and conduct rules in Spain. Except for where the law states otherwise, UM will give the Client reasonable notice of this decision so that the Client is not left without legal representation. The Client will also be entitled to terminate the Services at any time.

In both of the aforementioned cases, the Client will pay for the fees and expenses UM has incurred for the Services provided that are yet to be billed or outstanding as at the date the Services end.

18. Personal data protection

In order to provide the Services, UM, as data processor and acting in the name and on behalf of the Client, may access personal data of which the Client is the data controller (“**Personal Data**”). UM will access and process the Personal Data in compliance with the Spanish personal data regulations in force from time to time and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“**GDPR**”).

The Personal Data to which UM will have access, the categories of data subjects and the processing operations to be carried out are mainly the following:

Categories of data subject	Types of Personal Data	Processing operations
The Client’s employees, representatives, clients and collaborators. In some cases third parties such as the Client’s counterparties, or third parties involved in judicial, commercial or contractual proceedings (e.g., witnesses and experts).	Personal details, professional details, employment details and information regarding the Services.	Collecting, structuring, storing, consulting, comparing, modifying, extracting, interfacing, limiting, deleting and transferring.

Pursuant to the abovementioned data protection regulations:

- (i) UM will process the Personal Data according to the rules set out in these UM Standard Terms of Engagement and the written instructions that UM receives from the Client from time to time. UM will not use the Personal Data for purposes other than to provide the Services or to comply with its statutory and professional conduct obligations arising from its business activity (e.g. prevention of money laundering), for which UM will act as data controller as described in section 19.
- (ii) UM will process the Personal Data in accordance with the security requirements provided in Article 32 of the GDPR. UM will also follow and implement the necessary or appropriate technical and organisational security measures to ensure the confidentiality, secrecy and integrity of the Personal Data to which it has access. Specific technical and organisational

security measures will also be implemented and adapted to the Client and this data processing and the Client.

- (iii) UM will keep the Personal Data to which it has access in order to provide the Services confidential and will comply with its professional secrecy duty to which all lawyers are subject in accordance with article 5 of the Code of Conduct for the Legal Profession in Spain.
- (iv) UM will not disclose or transfer the Personal Data to third parties, even for their storage, except when permitted to do so by law or unless the Client expressly authorises or instructs UM to disclose or transfer them to a third party or such disclosure or transfer is necessary for UM to provide its Services; (e.g. to provide IT services or to retain and store data, including using third-party cloud-computing services).
- (v) UM will delete the Personal Data once the Services have finished. Exceptionally, UM may store a copy of the Personal Data, which may be made available to the authorities, to comply with statutory obligations, the professional ethics and conduct rules applicable to UM (in particular, for the purposes of article 25 of Law 10/2010 of 28 April on the prevention of money laundering and financing of terrorism ("**Law 10/2010**"), and in accordance with article 12.A.10 of the Code of Conduct for the Legal Profession in Spain) or for the purposes of any other liabilities that may arise as a result of the Services provided. This obligation will not apply to the Personal Data of which UM is the data controller as set out in section 19.
- (vi) UM will assist the Client in ensuring that it complies with the obligations established in Articles 32 to 36 of the GDPR. In particular, UM will notify the Client by the agreed means of notification of any security breaches involving the Personal Data that must be communicated in accordance with Articles 33 and 34 of the GDPR.
- (vii) If the Client asks UM to manage any requests from data subjects to exercise their rights, UM will assist the Client to fulfil its obligations and respond to requests from data subjects regarding their right of access, rights to rectification, erasure, object, data portability and restriction of processing.
- (viii) UM will keep a record of the categories of processing activities UM carries out on behalf of the Client in accordance with Article 30.2 of the GDPR.

- (ix) UM will communicate the name and contact details of the data protection officer to the Client. UM's data protection officer can be contacted at the following email address: delegado-pd@uria.com
- (x) UM will make available to the Client the necessary information to demonstrate that UM complies with the obligations in this section of these UM Standard Terms of Engagement. The Client will be subject to strict confidentiality obligations in relation to the UM information to which it has access. Given UM's activity, it has secrecy obligations vis-à-vis its clients. This means that the availability or verification of the information provided will not entail, in any case, potential access by the Client to data or information of any other client of UM.

The Client, as data controller:

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

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

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

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

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

The personal data will be processed while the Services are being provided, after which UM will store the personal data for ten years to comply with the applicable law, unless, exceptionally, a longer term applies for statutory or contractual reasons.

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

Data subjects may exercise their right of access, rights to rectification, erasure, object, data portability, restriction of processing and any other right established by law, by writing to the data protection officer (as indicated above for UM). Data subjects have the right to file claims or requests relating to their personal data rights with the relevant data protection authority.

Before either of the Parties discloses to the other any personal data of any individual who performs or manages the Services or of any third parties, the disclosing party must inform the data subjects of the content of the preceding paragraph and must also comply with any requirements for the lawful disclosure

of the personal data to the receiving party (including the information and legal basis duties), so that the latter does not have to take any additional step vis-à-vis the data subjects.

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

20. Amendments to these UM Standard Terms of Engagement

UM may amend these UM Standard Terms of Engagement as a result of regulatory, professional conduct and ethics, technological, market or UM policy changes. Amendments will apply to all Matters opened after the date on which the amendments are published on UM's website. Amendments will also apply to continual Services that UM provides after the date on which the amendments are published or communicated.

21. Governing law and jurisdiction

These UM Standard Terms of Engagement and the relationship created by the Services are governed by Spanish law (*legislación común española* - i.e. the Spanish Civil Code of 1889, as amended and supplemented, and any other corresponding legislation), excluding any regional or special law.

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

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

These terms relating to jurisdiction and the governing law will not apply if the Client is a consumer.

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