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URÍA MENÉNDEZ  
PROENÇA DE CARVALHO

Standard Terms of Engagement

15 June 2020

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# 1. Purpose and scope of application

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These standard terms of engagement (the “UM-PC **Standard Terms of Engagement**”) apply to the legal advice and services (the “**Services**”) that Uría Menéndez Abogados, S.L.P., Sucursal em Portugal (business name Uría Menéndez - Proença de Carvalho) (“**UM-PC**”) provides its clients (the “**Client**”, and, together with UM-PC, the “**Parties**”). Specific legal aspects will be established and agreed for each matter or several matters (the “**Matter**”).

The UM-PC Standard Terms of Engagement, which are governed by Portuguese law and are subject to the jurisdiction of Portuguese courts, apply when UM-PC is retained to provide the Services.

## 2. General principles

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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-PC 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-PC 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 Portugal.

The relationship between the Parties entails the provision of legal services and UM-PC 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-PC has a mandatory Code of Conduct. The Client acknowledges that it has read, is aware of, and agrees to adhere to, the Guiding Principles of UM-PC's Code of Conduct, which are available on UM-PC's website.

### 3. Professional services

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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-PC will provide standard legal advice on the Matter.

UM-PC will use its own material and human resources to provide the Services. It will assign to each Matter a team of UM-PC 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-PC may make changes to the team. UM-PC 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.

## 4. Third-party professionals

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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-PC will not be responsible for their work, even if UM-PC has assisted the Client with their appointment.

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

## 5. Fees, expenses and invoicing

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The Parties will agree on how UM-PC'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-PC will inform the Client of its hourly rates.

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-PC endeavours to charge fees at a competitive rate that takes into account the Client's expectations.

The Client will be charged for the expenses that UM-PC incurs to provide the Services. These expenses will be itemised in the professional fee statement that the Client will be sent. UM-PC 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-PC will bill the Client for these expenses in its next invoice. UM-PC 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 Client must pay all the fees and expenses incurred by UM-PC if the Services are terminated early, in accordance with section 15 of the UM-PC Standard Terms of Engagement, or if the transaction to which the Services relate does not come to fruition.

UM-PC'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-PC, or by the person or company that issues the invoice.

## 6. Communications

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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-PC will not be held responsible. Although UM-PC's systems are protected by antivirus software, UM-PC does not guarantee that emails sent from its system do not contain viruses, nor does UM-PC accept responsibility for the transmission of any other unwanted elements through its emails.

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

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



## 7. Confidentiality and professional secrecy

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UM-PC's professional secrecy obligation will continue to apply after the Services have been provided and the Matter has been completed. Professional secrecy entails that all lawyers and employees of UM-PC 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. In relation to Matters that are reportable arrangements under Directive (EU) 2018/822 of the Council of 25 May and the Portuguese laws transposing the Directive, UM-PC may have to disclose specific information to the corresponding tax authorities or inform the Client or a third-party advisor that it must disclose this information to the tax authorities. Under certain circumstances, the Matter could be a reportable arrangement when the Client asks UM-PC not to disclose or share with a third party how a specific transaction, investment or structure can provide a tax advantage, or when UM-PC's legal fees are based on the tax advantage obtained by the Client, or when they are contingent totally or partially on the tax advantage obtained. The regulations on the prevention of money laundering and financing of terrorism establish that the relevant authorities must be informed of specific transactions, as explained in section 9 of the UM-PC Standard Terms of Engagement.

## 8. Anti-corruption policy

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

The Client acknowledges that it has read, is aware of, and will comply with the anti-corruption policy, which is available on UM-PC's website.

## 9. Prevention of money laundering and financing of terrorism

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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-PC's "know your client" policy and the regulations on the prevention of money laundering and financing of terrorism, before UM-PC can start working on a Matter or providing the Services, the Client is requested to send UM-PC, 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-PC 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-PC may have to inform the President of the Portuguese Bar Association (*Bastónario da Ordem dos Advogados*) or the corresponding competent authority of any matter that it knows or suspects may be linked to money laundering or the financing of terrorism. UM-PC 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-PC will not be liable for any damage suffered by or delay caused to the Client as a result of UM-PC complying with its legal obligations.

## 10. Formulae and technical, accounting and financial information

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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-PC 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-PC or that are included in documents prepared by the Client, its advisors or third parties.

## 11. Intellectual property

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UM-PC 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 purposes.

If all or part of any material or document drafted by UM-PC in relation to the Services is used by the Client or third parties for any other matter on which UM-PC has not advised, UM-PC will not be liable in any way for that matter or for the materials or documents used.

## 12. Public disclosure

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Unless the Client states otherwise, UM-PC may inform third parties that it is a client of UM-PC. Once the Matter becomes public, UM-PC may disclose details of the Matter and indicate the nature of the Services.

## 13. Document retention

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UM-PC will retain documents until the Services are completed. After the Services, copies will be kept for the term established in the legislation in force in accordance with UM-PC's internal document retention policy and in order to comply with any statutory or contractual duties.

## 14. Scope and limitation of liability

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UM-PC will be liable to the Client for any damage or loss of profit that the Client directly suffers as a result of UM-PC's negligent or fraudulent provision of the Services.

The Client agrees that any claim or action (the "**Claim**") in relation to the Services, the Matter or the UM-PC Standard Terms of Engagement will be taken solely and exclusively against UM-PC and not against any of its lawyers, employees or partners (the "**Exonerated Parties**"). Consequently, the Client exonerates, in the broadest terms, each of the Exonerated Parties 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 the UM-PC Standard Terms of Engagement or that are brought about by the Services, the Matter or the UM-PC 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 Parties 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 Parties.



## 15. Termination

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UM-PC may cease to provide the Services in accordance with the professional ethics and conduct rules in Portugal. UM-PC will give the Client reasonable notice of this decision although this may not always be possible. The Client must pay all UM-PC's outstanding fees statements and any expenses that it has incurred up until and including the date on which the Services cease.

## 16. Personal data protection

In order to provide the Services, UM-PC, 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 (the “**Personal Data**”). UM-PC will access and process the Personal Data in compliance with Portuguese 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-PC 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.	Personal details, professional details, employment status and information regarding the Services.	Collecting, structuring, storing, consulting, comparing, modifying, extracting, interfacing, limiting, deleting and/or transferring.

Pursuant to the abovementioned data protection regulations:

- (i) UM-PC will process the Personal Data according to the rules set out in this section of the UM-PC Standard Terms of Engagement and the written instructions that UM-PC receives from the Client from time to time. UM-PC will not use the Personal Data for purposes other than to provide the Services or to comply with statutory and professional ethics and conduct obligations arising from its business activity, for which UM-PC will act as data controller (e.g. prevention of money laundering).
- (ii) UM-PC will process the Personal Data in accordance with the security and content requirements provided in the Portuguese personal data regulations in force from time to time and Article 32 of the GDPR. UM-PC 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.

- (iii) UM-PC will keep the Personal Data to which it has access in order to provide the Services and those resulting from their processing confidential and will comply with its professional secrecy duty to which all lawyers are subject in accordance with article 92 of the Rules of the Portuguese Bar Association, approved by Law 145/2015 of 9 September.
- (iv) UM-PC will not disclose or transfer the Personal Data to third parties, even for their storage, unless the Client expressly authorises their disclosure or transfer to a third party or UM-PC is expressly permitted to do so by law.
- (v) UM-PC will delete the Personal Data once the Services have finished. Exceptionally, UM-PC 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-PC (in particular, for the purposes of article 51 of Law 83/2017 of 18 August on the prevention of money laundering and financing of terrorism (“**Law 83/2017**”) or for the purposes of any other liabilities that may arise as a result of the Services provided.
- (vi) UM-PC will assist the Client in ensuring that it complies with the obligations established in Articles 32 to 36 of the GDPR. In particular, UM-PC 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-PC to manage any requests from data subjects to exercise their rights, UM-PC 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, restriction of processing and not to be subject to automated individual decision-making.
- (viii) UM-PC will keep a record of the categories of processing activities UM-PC carries out on behalf of the Client in accordance with Article 30.2 of the GDPR.
- (ix) UM-PC will communicate the name and contact details of the data protection officer to the Client. UM-PC’s data protection officer can be contacted at the following email address: [delegado-pd@uria.com](mailto:delegado-pd@uria.com).
- (x) UM-PC will make available to the Client the necessary information to demonstrate that UM-PC complies with the obligations in this section of the UM-PC Standard Terms of Engagement. The Client will be subject to strict confidentiality obligations in relation to the UM-PC information to

which it has access. Given UM-PC'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-PC.

The Client, as data controller:

- (i) Authorises UM-PC to subcontract to third parties ancillary and necessary services to provide the Services, such as courier services or IT system management and maintenance. UM-PC 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-PC is a global law firm, and, if necessary to provide the Services, authorises UM-PC 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-PC 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.

## 17. Informative clause on the processing of the Parties' personal data

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In accordance with the applicable data protection regulations, 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-PC's statutory obligations (including those on the prevention of money laundering).

Personal data will be processed during the provision of the Services, after which UM-PC will store the personal data for the period stipulated in article 51 of Law 83/2017 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-PC is a global firm ([www.uria.com](http://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-PC 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 not to be subject to automated individual decision-making and any other right established by law, by writing to the data protection officer (as indicated above for UM-PC). 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.

Notwithstanding the above, in accordance with article 57.3 of Law 83/2017, if the Services fall outside the scope of UM-PC's professional secrecy duties and when necessary to comply with the information duties set out in Law 83/2017, 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.

## 18. Amendments to the UM-PC Standard Terms of Engagement

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UM-PC may amend the UM-PC Standard Terms of Engagement. Amendments will apply to all Matters opened after the date on which the amendments are published on UM-PC's website. Amendments will also apply to continual Services that are provided after the date on which the amendments are published.

## 19. Governing law and jurisdiction

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The UM-PC Standard Terms of Engagement and the relationship created by the Services are governed by Portuguese 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 UM-PC's offices.

These terms relating to jurisdiction shall not apply if the Client is a consumer or end user.



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