



GENERAL TERMS AND CONDITIONS

CONFLICT

We maintain conflict-checking procedures to identify conflicting interests, but we cannot be certain we will identify all conflicts that exist or may develop. You are therefore asked to tell us of any such conflicts, and we will discuss and try to agree with you arrangements that will be put in place to preserve confidentiality and impartiality.

COMMUNICATION

Reporting

Clients have differing requirements for the frequency and detail of reports. Please let the Partner in charge know what you would like and with whom we should deal on routine and more important aspects.

Electronic communication

Generally, we shall communicate with and convey documents to you and third parties by email. In accepting this method you acknowledge that email is not always an instantaneous or secure method of communication and may become delayed, lost, incomplete, corrupted or otherwise altered or intercepted.

THE TEAM

You will be duly informed of the lawyers and staff that will be acting on your behalf. They will have the appropriate level of supervision and experience to handle the matter as efficiently and economically as possible.

CONFIDENTIALITY

We will keep confidential all information we receive regarding your business and affairs unless you instruct us to disclose that information, it is already in the public domain or we are required by law or mandatory regulation to disclose it.

FEES AND EXPENSES

We will be pleased to discuss alternative ways of charging for our services, but as a rule our charges are based on the following approach:

Hourly rates

We will tell you the hourly rates of the nominated matter-handlers. These are intended to be fair and reasonable having regard to all the circumstances. Our rates are also reviewed annually and may change. In such case, we shall advise you.

Tasks charged

Time charged will include time spent in meetings; travelling; considering any aspect of the matter; drafting, preparing and working on papers; correspondence; research; investigation; making and receiving telephone calls and attending mediations and hearings (including time spent waiting) before any court, arbitral or other tribunal.

EXPENSES (DISBURSEMENTS)

The hourly rates do not include disbursements. These are such internal expenses as communication expenses (fax, postage, international telephone calls and after hours secretarial and other support services); travelling expenses incurred in attending meetings or hearings outside our office; printing, binding and copying charges; external expenses such as courier charges; filing, registration and search fees; information database searches and other expenses of a similar nature. Where large disbursements are necessary, for example engaging other service providers such as procurators/counsel, overseas lawyers and other experts, we shall obtain your approval before committing to that expenditure. If these disbursements are significant we may ask for payment in advance. Where we engage other service providers, they will be retained by us acting as your agent and you will be responsible for their fees as well as our own.

VAT

When applicable, Value Added Tax and equivalent taxes will be added to all fees and disbursements at the appropriate rate.

PAYMENTS ON ACCOUNT

In certain cases, particularly when we shall be incurring a substantial financial exposure on your behalf, we will ask you for payments on account of the expected fees and disbursements. These requests shall be payable on receipt. Money held on account of these fees and disbursements will be held in our client account and may be offset against interim or final bills. The amount offset will be shown on the bill and will be transferred from client account to our account.

BILLS

In order to keep you informed of the costs being incurred, we shall deliver interim bills for our fees and disbursements to you at regular intervals - generally monthly. Such a bill shall be regarded as relating to Non-Contentious Business. A final bill will be rendered at the end of the matter for any unbilled fees and disbursements.

CLIENT MONEY

Any money that we receive or hold on your behalf will be held by us in a separate client account.

REGULATORY MATTERS

Money laundering

Lawyers in Spain are subject to the rules and regulations on prevention of Money laundering as established in Law 10/2010. As such, in some cases we will need to obtain satisfactory evidence of client identity before work can be carried out. If there is any suspicion of money laundering, we may have to disclose the circumstances to the appropriate authorities without advising the suspect and suspend work or terminate our instructions. We will not be liable for any loss you may suffer as a result of our disclosure of information, compliance with any instruction given by any appropriate authority or the suspension or termination of our retainer.

Data protection

In accordance with organic Law 15/1999, Any personal data you supply to us to carry out work for you is received on the basis that you have complied with all applicable data protection legislation and that its receipt, storage and processing by us will comply with that legislation. We shall keep the data and your own details secure on our computer systems, but we may use that data in any way we consider is necessary to carry out our duties to you or to maintain and preserve our records. We may use your details to provide you with information and details of our services that we think may be useful or of interest to you. In addition, we may use the information for marketing, statistical analysis and profiling client requirements. If you do not want your details to be used in this way let us know.

Limitation of liability

In certain matters, it may be appropriate to place an overall financial limit on our liability to you. In the event that we agree with you a stated sum to which our liability is to be limited in our engagement letter, then the aggregate liability of MA MESTRE ABOGADOS SLP and of all Partners, consultants to and employees and agents of MA MESTRE ABOGADOS SLP in any circumstances whatsoever, whether in contract, tort, equity, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance) for loss or damage arising from or in connection with the services provided shall, in relation to each matter, be limited to the sum specified in our engagement letter.

GOVERNING LAW AND JURISDICTION

Any and all differences and disputes arising out of or in the course of our retainer shall be finally resolved under the exclusive jurisdiction of the Courts of Barcelona, and the laws, both substantive and procedural, of Spain, provided that we may in our sole and unfettered discretion commence proceedings against you in any other court.

MESTRE ABOGADOS SLP

MAY 2015