

OTIS Advocaten Spanje General conditions

These general conditions (hereinafter, the **General Conditions**) constitute the basic regulatory framework for any provision of professional services that is carried out by **OTIS ADVOCATEN SPANJE**, managed by the company **GIMBRÈRE INTERNATIONAL ADVOCATEN S.L.P.** (hereinafter, **OTIS** or **the Firm**), owner of the CIF B64021215 and with address in Barcelona, Rambla de Catalunya, 73, 1º, CP 08007.

The General Conditions shall apply to all the relationships established between OTIS and the recipients (hereinafter, the **Client** or the **Clients**) of the professional services (hereinafter, the **Services**) and shall be additional to any specific agreement (hereinafter, the **Professional assignment sheet**) to subscribe the parties.

The Professional assignment sheet will prevail over the General Conditions in the event of a discrepancy between both, unless the General Conditions are more beneficial to the Client than the Professional assignment sheet.

1. SCOPE OF APPLICATION

- i. The owner of the legal services and legal advice will be OTIS. The professionals who intervene in carrying out the agreed works will not have the status of holders, even when the legal relationship defined here has been born as a result of the participation of one of these professionals or even when it is a public authority that orders or designates the intervention of that professional.
- ii. The Customer will be the sole recipient and beneficiary of the Services. Unless expressly authorized by OTIS, the Client may not assign the Services to a third party. The Client will be solely responsible for the authenticity of the data provided.
- iii. The General Conditions will be applicable to all professional relationships and to the rendering of services to which the Spanish Law 7/1998, of April 13 is applicable to general conditions of contracting.

2. SERVICES

- i.** OTIS will provide the Client with the agreed Services detailed in the Professional assignment sheet. Any modification of the it must be agreed between the parties and be reflected in writing.
- ii.** OTIS will advise from the legal point of view about the requests made by the Client, who will be solely responsible for the execution or application of the advice, opinion, opinion or recommendation made by OTIS.
- iii.** OTIS will provide the legal services of the legal profession, through its partners and other professionals. This does not prevent the intervention of other professionals.
- iv.** OTIS advises on Spanish Law, Dutch Law and European Union Law. Mentions of other law systems will never have the status of OTIS' legal opinion. If the Client wishes so, OTIS may carry out intermediation actions to put him in contact with law firms from other jurisdictions. However, the provision of services by these third parties will be subject in all cases to their own general conditions and the Customer will be the only one that will respond to the economic obligations that may arise from them.

The work of intervention from OTIS in those cases will be limited to the coordination and contact with third-party professionals and the fees of OTIS to the Client will be totally independent of those of those external professionals. In addition, OTIS cannot be held responsible in any case regarding the advice provided by these third parties.

- v.** The Client may terminate this relationship at any time, and must therefore notify OTIS in a reliable manner by sending a written letter or an email and with three (3) months' notice in the case of services provided by continuous form.

In cases of non-continuous service provision, if the Client wishes to terminate the relationship with OTIS, a fee settlement stage will be opened, considering the work and expenses already made, in addition to the commitments and future expenses already assumed by the Dispatch in the defence of the Client's interests.

The Client will be obliged to pay the fees accrued by OTIS until the date of termination of the professional relationship.

- vi.** OTIS may terminate the professional relationship and the provision of the Services in progress at any time, notifying the Customer of this circumstance within a reasonable time and always with respect for the deontological and regulatory standards of the professional activity.

Once the professional relationship is over, the Firm will not be obliged to provide any additional services or to update them, advice or give opinions generated in accordance with the Services or any other event that occurred after the date of termination, unless otherwise agreed. in the opposite direction between the parties.

3. WORK TEAM AND COLLABORATING PROFESSIONALS

- i.** OTIS may modify the number and identity of the professionals belonging to the firm assigned to the Client's case; always with the aim of trying to reach the best solution for the Client.
- ii.** Throughout the provision of the Services, OTIS may, if the Firm deems it appropriate, collaborate with professionals from different fields like: engineers, experts, solicitors, notaries, etc. This budget is limited to the OTIS intervention and the lawyers related in the previous section, so the Client will must negotiate separately the intervention of the other professionals. The expenses of experts, notaries or any professional whose intervention is necessary is not included in the Professional assignment sheet.

4. FEES AND EXPENSES

- i.** The Professional assignment sheet will include the amount of fees agreed between the parties for the provision of the Services. Unless otherwise agreed, the amounts established in the Professional assignment sheet will not include the Value Added Tax or any other direct or indirect tax that may be applicable.

If, during the course of the case, OTIS foresees that a significant deviation of the figure shown on the Professional assignment sheet (15% or more) may occur, the Firm will inform the Client in order to establish a new budget.

- ii.** Unless otherwise agreed, the fees accrued by OTIS will be calculated according to the time spent by the Firm in the Customer's case. As of January 1st, 2020, OTIS' current hourly rate is between € 200 and € 250 ex VAT. The applicable hourly rate depends on the type of case, the complexity and the specialism. The applicable hourly rate in each case will be discussed with the client beforehand. The rate will be reviewed on a semi-annual basis.
- iii.** If the course of the case makes necessary to hire aid from different professionals beside the Services, but complementary to them (notaries, solicitors, registrars, etc.) will be hired and paid by the Client. However, they may be contracted and paid by OTIS on behalf of the Client and prior payment by the latter of the mandatory provision of funds. Unless otherwise agreed, OTIS will not be obliged to pay any of these complementary services.
- iv.** OTIS will invoice the amount of forty euros (€ 40) in administrative expenses for opening the case file.
- v.** The fees or expenses must be paid by the Client even when the Services provided do not result in the desired result.

On the other hand, the obligation assumed by the Client to pay OTIS' fees shall be independent of rights held by the Client against third parties due to the Services rendered. Without prejudice to other possible cases, a hypothetical judgment in the litigation of the other party in litigation will not exempt the Client from his obligation to pay OTIS his fees and expenses for the Services.

5. PROVISION OF FUNDS AND ADVANCES

- i. OTIS will send the Client, along with the Professional assignment sheet and the General Conditions, a request for the provision of funds, or an advance on account of honorariums, which the Client undertakes to pay upon receipt. The provision of funds or the advance payment will be set by OTIS in an individualized manner for each case. The provision of funds will be settled at the closing of the dossier and against its last invoice, which means that the monthly invoices must be paid when due, before that the provision of funds can be set against them or deemed those to be cancelled.

OTIS will be authorized to wait with his work until he has received the provision of funds or the reasonable advance fixed by OTIS. The provision of funds or the advance will be deducted from the final invoice.

- ii. The provisions of funds will be destined to the payment by OTIS of amounts on behalf of the Client. The Client expressly authorizes OTIS to allocate the advances to the payment of any amount that he owes to OTIS as fees or expenses -for the case object of the Services or any other professional assignment-, provided that said amount is liquid and enforceable and has mediated previous communication to the Client of said circumstance.

6. BILLING AND PAYMENT

- i. The invoices of OTIS must be paid within fourteen (14) calendar days following its date of receipt by the Client. In the event of non-compliance, a lack of payment will immediately be incurred without prior notice to the Client and the interest for late payment corresponding to the legal interest will be applied plus five (5) points. If fourteen (14) calendar days have elapsed after the request has been made by OTIS, the Client does not pay the invoice, OTIS reserves the right to claim an additional € 500,-, in the form of unpaid collection expenses.
- ii. Any claim by the Client in relation to an invoice must be sent to the professional responsible of the case as soon as possible. The payment of the non-objected part of the invoice must be made.
- iii. In the absence of payment of an invoice, OTIS will be entitled to suspend any provision of services to the Client, always in accordance with the professional or ethical regulations governing their activity and prior written notice. In that case, the Customer may not raise any claim or complaint for such suspension or for the damages that it may generate.

While the situation of default persists, OTIS may retain any document prepared by it or with its collaboration in relation to the Client, always in compliance with the applicable professional and deontological regulations.

7. TRANSACTION AND PROCEDURAL COSTS

- i. In the event that the legal proceedings related to the case matter of the Services ends with a transaction, OTIS shall be entitled to the full collection of the sums budgeted for the legal direction of the judicial procedure and detailed in the Order Sheet.

Once the transaction is reached, the Firm will retain the provisions received for it and, if necessary, invoice the outstanding amount until the initial budgeted fees are completed.

In case the transaction is not finally reached, the hours dedicated to the negotiation will be invoiced as established in the General Conditions and in the Order Sheet.

- ii. In the event that the outcome of the legal proceedings is favourable to the Client and the competent Court orders the payment of the legal costs to the opposing party, once the latter effectively pays them in court, the costs shall be distributed as follows. shape:
 - a. The Client will receive a sum equivalent to the amount paid to the Firm for the present order (with the maximum limit of the sum made effective by the Court for the costs).
 - b. The Office shall receive an amount equal to the difference between the amount of the costs incurred by the Court and the amount received by the Client in accordance with section a).

In case of imposition of the costs to the Client, this will be obliged to assume the payment of the same. This stipulation is limited exclusively to the regulation of the treatment of the costs assessed by the concept of "attorney fees", excluding the remaining costs that make up the sentence in costs.

8. INFORMATION, DOCUMENTATION AND CONFIDENTIALITY

- i. For the adequate provision of the Services, OTIS will specify all the documentation and information that, in its judgment, was mandatory and the Client undertakes to provide it by the means it deems most appropriate. With the submission of documentation, the Client declares to be empowered to carry out the same, exempting OTIS from any claim generated by a third party due to access to the information or documentation submitted.
- ii. In any case, OTIS may be held responsible for the lack of veracity or inaccuracy with respect to the information and documentation sent by the Client.
- iii. OTIS will be responsible for safeguarding the confidentiality of the information and documentation sent by the Client that are not public domain and will only proceed to disclose it if authorized by the latter or as dictated by any judicial, administrative or legally authorized authority for it.

This duty of confidentiality shall not operate with respect to those persons or entities participating in the matter, unless the Client expressly and in writing establishes his or her will to limit or modify this duty.

- iv. The Client expressly consents OTIS to archive the file after completion of the case for a period of five years, therefore keeping in its possession during that time any information and documents that the Client might have provided in connection with the provision of Services. OTIS shall comply with the duty of confidentiality at all times.

Once the professional relationship is finished, the parties shall manage, if expressly indicated by the Client in writing, the return by OTIS of any original documents in its possession in relation to it or the subject matter of the Services. The Client shall bear the costs for managing such return.

- v. OTIS will not be obliged to keep these copies for a specific period of time and will be authorized to eliminate them, without prior notice or notification to the Client. If, for any reason, the Client wishes OTIS to keep any of these copies among its files, it will expressly request them at the end of the professional relationship and assume the costs generated by such concept.
- vi. OTIS shall be entitled, unless expressly agreed otherwise, to publicize its intervention in the matters covered by the Services and its professional collaboration with the Client, always respecting its duty of confidentiality.

9. COMMUNICATIONS

- i. Within the professional scope and the provision of Services, the parties accept and establish the non-encrypted electronic mail as a valid instrument for the exchange of communications, documentation, information and, in general, interaction between them.
- ii. OTIS will not be responsible, nor will the Client demand any responsibility for the interception, access or improper use by unauthorized persons to the emails exchanged between the parties.

Neither will OTIS nor the Client be liable for any damages that may be caused as a result of computer viruses, network failures or similar assumptions.

All this, except that the related thing was for cause imputable to OTIS.

10. CONFLICTS OF INTEREST

- i. OTIS provides legal advice to numerous clients, both Spanish and foreign, within the scope of various branches and specialties of Law. The parties undertake to inform the other of the possible existence of situations of conflicts of interest as soon as such circumstance is known.

11. COMPLIANCE LAW 10/2010, OF APRIL 28, PREVENTION OF THE LAUNDERING OF CAPITAL AND THE FINANCING OF TERRORISM

- i. OTIS is legally obliged to comply with Spanish legislation regarding the prevention of Money Laundering and the Financing of Terrorism, as well as to verify the identity of the Client and its operations and economic activities. Therefore, the Client assumes the commitment to make available to the Firm, completely and truthfully, all the information that is mandatory and is required to the aforementioned effects. Said obligation is incumbent on the Client as well as on the members related thereto (by way of a merely enunciatively and never limiting, shareholders, partners, administrators, etc.). The Client authorizes OTIS to make the inquiries it deems appropriate. The non-compliance by the Client of such collaboration will cause OTIS to be legally unable to provide the Services, and therefore no responsibility can be derived for the Dispatch.

- ii.** In accordance with the foregoing paragraph, OTIS is legally obliged to inform the Executive Money Laundering Prevention Service (SEPBLAC) of any act or operation, even if it is a mere attempt, about which there is an indication or suspicion of being a constituent or be related to Money Laundering or the Financing of Terrorism. The fulfilment of these obligations will not generate any type of responsibility on the part of the Firm regarding damage that the Client may have suffered.

- iii.** In this way, OTIS will request, prior to the admission of any professional assignment, that the Client provide a whole series of documentation, in case it has not yet received it.
 - a.** In the case of being a company:
 - Documentation accrediting company's name, legal form, address, corporate purpose and tax identification number. Property Register's report.
 - Deed of appointment of Administrator, delegation of powers or sufficient empowerment to, where appropriate, act on behalf of the Client.
 - Identification documents of the persons mentioned in the previous section.
 - Act of Real Ownership or, as the case may be, private manifestation indicating the natural persons that hold the real ownership of the company.
 - Accounting documentary and fiscal justification of the origin of the funds invested or that will be invested by the Client in the subject matter of the Services.
 - Any other documentation necessary to fulfil the aforementioned duty.

 - b.** In case of being a natural person:
 - National Identity Document or valid passport that incorporates a photograph.
 - Tax Identification Number (NIF) or NIE in the case of being foreigners.
 - In your case, powers of the people acting on your behalf.
 - Certificate of residence for tax purposes.
 - Any other documentation necessary to comply with the aforementioned duty.

12. RESPONSIBILITY

- i.** OTIS will be responsible for the Services provided by the Firm and by the professionals or employees thereof.
- ii.** OTIS will be liable to the Client for the damages and losses caused to it and that are attributable to the Office, its professionals or its employees and as a result of malicious acts and omissions and / or negligence. Conversely, in no case may OTIS be held liable for the damages caused, in whole or in part, as a result of the falsehood, non-truthfulness or any other circumstance or wilful, culpable or negligent act of the Client.
- iii.** In the event that the Client considers that he has been harmed by OTIS' actions, he must present the mandatory claim in front of the Firm, detailing in it the facts and circumstances that generated in the supposed damage and the scope and consequences thereof, as well as the amount claimed by virtue thereof.

OTIS will examine said claim and will apply its internal procedures for reviewing its actions, reporting, if appropriate, its corresponding professional liability insurance. OTIS will send, as soon as possible, a written report to the Client with the conclusions of its internal review process and accepting or denying responsibility for the claim.

The Client must lodge the aforementioned claim within a period not exceeding three (3) years for cases in which fraud has occurred -to count from the moment in which the provision of the Services ended-; The statute of limitations for the actions provided for in the other cases is applicable.

- iv.** In no case shall OTIS be held liable for damages caused to third parties as a result of the Client's use of the Services provided outside of the purpose of the same; unless there is an agreement to the contrary, in which case OTIS will be liable according to the legislation in force.
- v.** In the event that there is a claim by the Client against OTIS and other third-party and third-party professionals who have also participated / intervened in the matter, the Office will only be liable for its own responsibility, which may not be increased or as a consequence that the Client agrees with that third party the limitation or exclusion of his responsibility or not because the Client fails to obtain compensation from that third party.

13. PERSONAL DATA

Responsible: OTIS.

OTIS will process the information provided by the Client in order to provide the Services and perform the billing of the same. The data provided will be kept as long as the commercial relationship is maintained or during the years necessary to comply with the legal obligations. The data will not be transferred to third parties except in cases where there is a legal obligation. The Customer has the right to obtain confirmation about whether we are processing your personal data at OTIS. Therefore,

you have the right to access your personal data, to rectify the inaccuracy of the same or to request its deletion when they are no longer necessary.

14. INTELLECTUAL PROPERTY

- i. OTIS will be the owner of the generated documentation and of the original ideas and concepts generated for the provision of the Services.
- ii. The Client may only give the documents generated by OTIS a personal use, being prohibited its distribution or delivery to different third parties, except with express authorization.

15. INTEGRAL AGREEMENT

- i. The General Conditions replace and annul any previous agreement between the Client and OTIS and, unless otherwise agreed, they constitute the totality of what was agreed between both parties in relation to the commissioning of the Services, which must be detailed with the required Worksheet.
- ii. Unless otherwise agreed, these General Conditions will apply to any order that the Client makes to OTIS in the future. In the event of a discrepancy between the Proposal and the General Conditions, the former shall prevail over them, unless they are more beneficial to the Client than the former.
- iii. OTIS will not be obliged to start the provision of the Services as long as it does not receive a copy of the Order Sheet and the General Conditions signed by the Client and the payment of the fees linked to the acceptance of the Order Sheet is not made.
- iv. In the event that the nullity of any of the sections of the General Conditions is determined, this will not affect the rest of the terms and conditions, which will remain in full force.
- v. The provision of the Services by OTIS' lawyers as legal advisors implies assuming an obligation of means and professional performance by qualified personnel within the required due diligence requirements. Beyond the obligation to comply with these requirements of professional diligence and qualification, OTIS does not guarantee the positive final result of the proceedings or legal proceedings or of its legal assistance in the proceedings outside the Courts of Justice. The non-achievement by OTIS of the objectives or results desired by the Client, will not exempt the latter from the payment of the agreed professional fees.

16. MODIFICATIONS

- i. OTIS may modify the General Conditions at any time.
 - a. In case of modification of the General Conditions and that the Client has contracted Services on recurring matters, OTIS will inform the latter of the modification, and the Client may terminate the professional relationship. In the event that the Client expresses his agreement with the new General Conditions or twenty-one (21) days have elapsed without having made any manifestation, they will be those of application.

- b.** In case of non-recurring services, the applicable General Conditions will be those that are referenced in the Order Sheet. However, subsequent amendments to these General Conditions may be applicable provided that they have been communicated to the Client and a period of twenty-one (21) calendar days has elapsed since they were notified without written opposition to the aforementioned term.

17. APPLICABLE LEGISLATION AND JURISDICTION.

- i.** The relationship between the Client and OTIS is expressly subject to Spanish legislation.
- ii.** For the knowledge of all discrepancies or claims that may arise from the interpretation or execution of the legal relationship between the Client and OTIS, both, expressly waiving any other jurisdiction that may correspond and without prejudice to the mandatory rules on jurisdiction, they voluntarily submit themselves to the Courts and Tribunals of Barcelona.
- iii.** Any deontological or professional claim should be addressed to the corresponding Professional Bar Association in which the responsible Spanish lawyer or lawyers are registered. The fact that on occasion, to facilitate communication in the Client's language, direct communication with the Client and the transmission of the work performed by Spanish lawyers is assumed by professionals who do not have the status of an attorney practicing in Spain or who belong to other companies associated with OTIS, will not modify these circumstances. The Client shall have the right to request information at any time about which lawyers in Spain are ultimately responsible for their case and their complete identification data.