

**STANDARD TERMS AND CONDITIONS**  
**TELAMPARTNER, S.L.P. (TGP)**

**1. Scope of application**

These Standard Terms and Conditions ("STC") regulates the terms and conditions of the relationship between TGP and the Client and they are applicable to all professional services provided by TGP and are additional to the Engagement Letter, which will prevail over this document in the event of any discrepancy between the two.

**2. Definition Terms**

In this document, and for the purposes of the Contract, each of the following terms shall have the meaning attributed to them as follows:

**2.1. Engagement Letter:** specific agreement entered into between TGP and the Client where the Services are described. The Engagement Letter could have the form of a contract at Client' request. Any amendment to the Engagement Letter shall be agreed on by TGP and the Client and placed on written record.

**2.2. Contract:** All documents prepared by TGP where all terms and conditions under which the Services will be rendered by TGP are regulated. The Contract is a whole composed by the present STC and the Engagement Letter jointly, if applicable, to additional documents or additional terms duly referred to or expressly agreed in written between the Parties.

**2.3. Client:** the intended recipients of the Engagement Letter.

**2.4. Confidential Information:** All relevant information addressed as confidential to one of the Parties by reason of the Engagement Letter and the execution of the Service; or that could be deemed confidential to the extent that it refers to the organization, technology, projects, business, products or services of the Parties.

Without prejudice of what is stated in the specific clause of these STC related to the treatment of Confidential Information, it shall not be deemed confidential the information that could be obtained from public files or records, information that became public or information validly provided by a third party which is not obliged by a confidential obligation.

**2.5. Deliverables:** The information, advisory, data or products, under any format, media or material whatsoever, specified in the Engagement Letter as products to be delivered to the Client.

**2.6. Other beneficiaries:** Any person or entity other than that one identified as Client in the Engagement Letter that, for any reason whatever is further adhered to the Engagement Letter and that will be beneficiary of the Deliverables.

**2.7. Working Papers:** The information, data, documents, products, drafts, minutes, reports u any other item used by TGP for the preparation of the Deliverables.

**2.8. TGP:** TELAMPARTNER, S.L.P. a professional services firm domiciled at Av. Diagonal 463 bis, 9-2, 08036 Barcelona, Spain; and holding employer identification number B-627144721 ([www.telampartners.com](http://www.telampartners.com)).

**2.9. Services:** the professional services under the Engagement Letter.

**3. Scope of our Services**

**3.1.** The Parties to the legal relationship governing the provision of Services are TGP and the Client. Such

Services shall be understood to be provided solely and exclusively to the Client and may not be assigned by the Client to third parties or used by persons other than the Client, without the prior express written authorization of TGP. TGP shall provide the Client with the Services specified in the Engagement Letter issued for each specific engagement or case.

**3.2.** The Services will be granted based on the information and/or documentation provided by the Client, under the assumption that such information and/or documentations is true, accurate and complete; and, if applicable, with the cooperation of the team assigned by the Client for the Services purpose. Therefore, the Deliverables delivered to the Client as a result of the Services will not be deemed to be a validation or verification of the information provided by the Client directly or through a third party.

**3.3.** TGP will be the owner of all intellectual and commercial property rights and know-how related to the methodology used for the development of the Services, as well as all documents, ideas conceived or information resulting from those Services, which shall be prepared and elaborated for the sole and exclusive use of the Client, so that they cannot be used by third parties without the prior written authorization of TGP. The Client (and the other Beneficiaries & applicable) will be allowed to reproduce to refer to or to reveal the Deliverables (but under no circumstance partially) internally and for the exclusive own purposes of the Client (or of the other Beneficiary, & applicable)

The Client will be exclusively allowed to reveal the Deliverables (but under no circumstances partially) to its legal /tax / financial /professional advisors involved in the object of the Services under the following conditions:(i) the Client should obtain the prior written authorization from TGP; (ii) TGP will not assume any responsibility before those advisors in relation of the Services

**3.4.** Once the Services are terminated, TGP may issue a written advice, a written confirmation of a previous verbal advice, to deliver a report or to make a verbal presentation according to what is provided in the Engagement Letter. Any of those final products will always prevail over the drafts of the Deliverables or over the Working Papers, so that they cannot be used as support of any decision or action that the Client decides to execute.

**3.5.** Without prejudice that the Services can include advise, opinions and recommendations, any decision regarding the performance, monitoring or implementation of any advisory services, counseling, opinions or recommendations provided by TGP within the context of the Services is at the exclusive discretion of the Client, which adopts such decision at its responsibility.

**3.6.** TGP will not be obliged under any circumstance to update the Deliverables or information as a consequence of facts or regulation which appear or are approved after the issuance of the Deliverables or of the information provided to the Client.

**4. Fees and expenses**

**4.1.** The fees for the provision of the Services to the Client shall be those established in the Engagement Letter, and they could be composed by fixed fees, retainers, upfront fees and/or success fee and/or otherwise set forth in the Engagement Letter.

**4.2.** Unless specified otherwise, the estimated or budgeted fees are stated net of VAT and of any other such indirect taxes as may be applicable, which shall be included in the invoice as separate items.

4.3. The fee amount does not include any such reasonable out-of-pocket expenses as may be incurred by TGP in the provision of the Services, which must be reimbursed by the Client.

4.4. The Client's obligation to pay the fees and expenses to TGP is separate from any right to which the Client may be entitled with respect to third parties in relation to the Services provided.

## 5. Billing and payment

5.1. Unless the Parties expressly agree otherwise, the invoices issued by TGP shall be payable on demand, in the currency and on the terms and conditions they contain, and TGP reserves the right to charge late-payment interest in the event of any delay in payment of the invoices with respect to their due date.

5.2. Any objection on the part of the Client in relation to an invoice must be sent to TGP professional in charge of the engagement as soon as possible and, in such case, the portion of the invoice in relation to which there is no objection shall be payable.

5.3. Unless otherwise agreed by the Parties, the fixed fees of TGP shall be invoiced as follows: a) 50% of the Fixed Fees at the acceptance of the Engagement Letter (based on the higher range band); and b) the pending fees at termination of the Services.

5.4. Our fees estimation is made under the assumption that our Services shall be performed under regular conditions. In case of circumstances that would require more involvement and time from TGP, we would inform the Client in order to update and adjust the fees initially agreed.

5.5. In the event of the failure to pay an invoice, TGP, upon giving written notice, may suspend any Services provided to the Client, without such circumstance entitling the Client to make any claim or complaint for such suspension or for any such damage as may derive from such suspension. For as long as such situation of non-payment is maintained, TGP may exercise the right to retain any such documents of the Client as may have been prepared by or with the participation of TGP that may be in its possession at such time.

5.6. Where the Client requests the provision of Services for companies under its control or for any other third parties, or in other circumstances in which the legal costs are borne by third parties, TGP shall directly invoice the entity indicated, although the Client shall bear jointly and severally liability for the payment of any amount not settled on the due date.

## 6. Involvement of other professionals unrelated to TGP

6.1. In the event of the participation in the Services of external professionals, financial entities, banks, funds, insurance companies, investors, law or audit firms, rating agencies, among other, or other external advisers unrelated to TGP (the "External Professionals" –independently that those External Professionals have been or have not been introduced or incorporated in the Services by TGP): (i) the involvement of TGP in the case in question shall be limited to activities for coordination of and contact with the External Professionals; (ii) the professional services relationship shall be established directly between the Client and each of the External Professionals; (iii) TGP' fees shall be independent of those of the External Professionals; and (iv) TGP shall assume no liability whatsoever for any advisory services or products provided to the Client by the External Professionals.

6.2. It will be on the responsibility of the Client to carry out its own due diligence and compliance procedures on the External Professionals, and TGP will not be responsible to that respect. The fact that the External Professionals have been introduced by TGP, without prejudice if such an introduction is part or not of the Services, such an introduction does not imply any guarantee for compliance purposes and it does not exonerate the Client from its obligation to execute its own compliance protocols or internal audit KYC processes and due diligence measures.

6.3. The Client shall involve in the relationship with TGP, the professional human resources with the level of knowledge and experience appropriate with the scope, specialization and kind of Services to be provided by TGP; so that the internal professional team of the Client have the knowledge and capacities to understand the Services. Additionally, the Client shall have the external legal, tax, financial and technical advisors required for the full understanding of the Services and for the full cooperation with TGP for the success the Services.

## 7. Liability

7.1. TGP shall render the Services with the professional diligence required. In case TGP' fees are, totally or partially, subject to success (that is, there is a Success Fee), TGP will be obliged to best efforts and TGP does not grant any guaranty or warranty on the result or success. Therefore, TGP will not guaranty under any circumstance the success and/or good end of the Services. Regarding the part of TGP' fees agreed as a fixed amount (or a rate per hour), those fees will not be subject to success and they shall be paid as provided in the Engagement Letter.

All decisions respect the execution, application, implementation of any advice, counsel, opinion, agreement with third parties (including with External Professionals) by reason of the Services or under its framework, will be of the exclusive responsibility of the Client. In case the Client decides not to execute nor to implement the Services successfully rendered and ended, and such decision is not based on a reasonable cause attributable to TGP, the Client shall pay all the Success Fee.

7.2. The Client (and, if applicable, the Other Beneficiaries) accept that TGP shall be liable for any such damage or loss as may be caused directly by TGP to the Client for the Services rendered by TGP as a direct result of the willful misconduct or gross negligence of TGP. TGP liability will be limited to a maximum of 1.5 times the fees effectively collected by TGP from the Client in exchange for the Services, unless there is a final resolution from the courts setting forth that those losses and damages have been caused because by willful misconduct by TGP.

TGP will not be responsible for the losses and damages that may be caused to the Client by External Professionals (even if those External Professional have been introduced by TGP to execute the Services) by reason of or under the framework of the Services. TGP' potential liability shall arise solely with respect to the Client.

In case the Services object of a given Engagement Letter are agreed for a long period and under a periodical retainer fee (p.e. monthly retainer), the fees to the purposes of calculating the abovementioned cap of responsibility will be those fees effectively paid in the affected year.

7.3. Under no circumstance shall TGP be liable for any damage deriving from or caused, in whole or in part, by misrepresentation, concealment or any other conduct on the part of the Client (or of External Professionals) that may be willful or negligent, or not performed in conformity with the principles of good faith, or for breaches arising for reasons outside of its reasonable control.

7.4. TGP' liability shall be limited to direct damage (excluding therefore loss of profit, opportunity cost, loss of business, incidental costs or reputational damage) actually caused to the Client.

- 7.5. TGP' liability to the Client in relation to the Services is subject to a written claim sent by the Client, determining in sufficient detail the nature of the claim and the amount claimed, within not more than three (3) years from the date of termination of the provision of the Services, other than in the event of willful misconduct, in which case the statute of limitations shall apply.
- 7.6. The potential responsibility of TGP shall be exclusively before the Client. TGP will not be liable for any such damage as may be caused to third parties as the result of any use the Client may make of the Services outside their intended purpose.
- 7.7. The Client undertakes not to induce any third party to file a claim against TGP or against TGP directors or professionals or employees in relation to the Services.
- 7.8. In the event of a claim by the Client against TGP on any ground, where External Professionals or other persons or entities unrelated to TGP act in the engagement Services and may be held liable, TGP' proportional liability to the Client may not be increased as a result of: a) an agreement with another liable person limiting or exempting their liability; or b) the inability to obtain indemnification from another liable person.
- 7.9. Regarding the Services whose fees are subject to a success or result (Success Fees), TGP DOES NOT AND WILL NOT WARRANT NOR GUARANTEE THE SUCCESS AND/OR THE GOOD END OF THE SERVICES. THE SUCCESS OR GOOD END OF THE SERVICES WILL DEPEND ON THE CRITERIA AND ARBITRAGE OF THIRD PARTIES, AND THE CLIENT KNOWLEDGES AND ACCEPTS SUCH A CIRCUMSTANCE AND CONTINGENCY.

Under no circumstances TGP shall be responsible and the Client guarantees full indemnity in case that the success or good end of the Services is not achieved for any reason whatsoever. In those cases, the Client acknowledges and accepts that it has not right to claim for or to suspend the payment of the fixed fees owed and/or due and/or paid to TGP under the same Engagement Letter.

## 8. Maintenance of Documentation

TGP shall keep copy of all documents and Working Papers related to the Services for a period of five (5) years following the termination of the Services or with a higher period if legally required.

## 9. Confidentiality

- 9.1. TGP shall request from the Client all the information and documentation that, in its opinion, is required for the proper and efficient provision of the Services. The information and documentation shall be sent by the Client to TGP by the means deemed most appropriate. The Client represents and warrants that it is duly authorized and empowered to send the documentation and information it provides to TGP and shall hold TGP harmless from and against any third-party claim due to access to the information or documentation sent by the Client or at its request.
- 9.2. TGP shall under no circumstances be liable for any consequences that may arise for the Client by reason of having sent TGP any inaccurate, inexact or incomplete information or documentation.
- 9.3. TGP undertakes to safeguard the confidentiality of all the information and documentation received from the Client that is not in the public domain and may only disclose such information and documentation with the authorization of the Client or where ordered to do so by any administrative or court authority or an authority authorized for such purpose.
- 9.4. TGP' duty of confidentiality with respect to the

information and documentation received from the Client shall not be applicable in respect of the representatives and contact persons of the Client itself or of other professional advisers of the Client participating in the same engagement, unless the Client establishes any prior written directions or restrictions to the contrary.

- 9.5. On termination of the provision of Services, TGP shall return to the Client all such original documentation as may be in its possession in relation to such Services or the specific case to which the Services refer, subject to prior notification from the Client of the terms on which such return is to be carried out.
- 9.6. The Client authorizes TGP to retain a copy of any information and documentation furnished by the Client in relation to the provision of the Services for the length of time it sees fit, subject to TGP' duty of confidentiality. TGP does not accept any obligation whatsoever to retain such copies for a specific period of time, and may destroy its files without requiring any authorization whatsoever. If the Client needs TGP to preserve its files, it must expressly so request and shall assume any supplementary costs that TGP may incur in respect of maintaining and accessing the files and sending documents.
- 9.7. Unless expressly indicated otherwise by the Client, the Client authorizes TGP to make public its involvement in the provision of the Services to the Client, provided no confidential information is disclosed.

## 10. Information and conflict of interest

- 10.1. The Client will not be entitled neither to require nor to assume that the team of TGP engaged to the Services may have access to information under the management of a different TGP team or personnel.
- 10.2. The Client will not be entitled to require to the team of TGP engaged to the Services the use of confidential information related to another client of TGP.
- 10.2. In case a third party has engaged TGP before the Client and, due to a change of circumstances it results a conflict of interests, and TGP deem that the interests of a client may be negatively affected, TGP will be entitled to terminate the Contract. The resolution of the Contract will be notified in written to the Client and it shall be effective the same day such a notice is sent. TGP shall previously inform the Client on said termination.

## 11. Data protection

- 11.1 Pursuant to Spanish applicable law, the signatory is hereby informed that the personal data it has provided to TGP as a consequence of the acceptance of these Standard Terms and Conditions and the signing of the Engagement Letter as well as those data which may be obtained by TGP in the future due to its professional relationship with the Client, will be included on filing systems controlled by TGP. For the purposes of the provision of the Services under the Engagement Letter, TGP may need to have access to third-party data on the Client's filing systems (the "Data"), in which case TGP will act in its capacity as the processor of the Data. In such case, TGP undertakes and agrees:
  - a) to process the Data in line with the Client's instructions from time to time and the Spanish regulation. TGP will use the Data exclusively for the purposes of the provision of the Services, without using or applying such Data for any other purpose;
  - b) except as provided for in this STC, not to disclose the Data to third parties, not even for the purposes of data storage;
  - c) to observe the security measures legally required under the assumption, unless otherwise instructed by the Client due to the nature of the Data processed, that the basic security measures will be appropriate; and

- d) to destroy or return to the Client (or a third party designated by the Client), according to the Client's request, the Data to which it has had access or which derive from any processing of such Data, as well as any media or documents in which such Data are recorded, with the exception of those that should be maintained as a result of the Services or for legal requirement.

11.2. The Signatory's Details shall be processed for the purpose of maintaining, developing, controlling and implementing the Client's professional relationship with TGP within the context of the provision of the Services. To the extent as necessary for the rendering of the Services, the Client authorizes TGP to transfer

11.3. The signatory may exercise the rights of access, rectification, cancellation and objection at any time by submitting a written request by post to TGP, Av. Diagonal 463 bis, 9-2, 08036 Barcelona, Spain, or by sending an e-mail to the following address: mjaro@telampartners.com in either case specifying the signatory's first and last names and attaching a copy of the signatory's national identity card.

## 12. Statutory compliance

12.1. TGP shall check the identity of the Client and its operations and activities. The Client undertakes to provide TGP, completely and accurately, with all such information as may be necessary and required of it for such purposes and expressly authorizes TGP to take any steps towards confirmation that it deems appropriate in such connection, circumstance giving rise to any type of liability for TGP.

12.2. TGP complies with the legislation in force on anti-money laundering and financing terrorism and anti-bribery. The breach of said legislation by the Client, to the extent such a breach may be deemed to be a criminal offense, shall entitle TGP to terminate the Contract immediately. TGP will not be responsible for the losses and damages of any kind the Client may suffer by reason of such a Services termination.

## 13. Marketing actions

For marketing and promotional purposes and services offering actions carried out by TGP, and unless otherwise set forth by the Client in writing, TGP will be allowed to use the commercial name and/or brand of the Client and to mention in general terms the nature and character of the services, as well as those data which are public.

## 14. Termination and survival

14.1. There will not be deemed a breach of the Contract in case one of the Parties may not accomplish its obligations under the Contract as a consequence of reason or circumstances out of the reasonable control of the relevant Party. In this case, the Party affected by such circumstance will be obliged to communicate, as soon as possible, to the other Party, it being the later entitled to suspend or terminate the Contract with a communication immediately sent after reception of the first notice.

14.2. In case of termination or suspension of the Contract without being the Services completed, TGP will have the right to be paid by all the expenses accrued or incurred in the provision of the Services.

TGP will maintain its right to Success Fee related to the transactions / agreements / projects / finance closed with third parties introduced to the Client by TGP by reason of the Contract, independently that those transactions / agreements / projects / finance are executed within the period of three (3) years after the termination of the Contract or of the Engagement Letter for any reason whatsoever.

14.3. All those clauses included in the Contract able to be apply after the termination of the Services will survive to the same (i.e.

Success Fee, Non-Circumvention, Confidentiality, Jurisdiction, Applicable Law, Notices.

## 15. Communications

15.1. Communications and notices between the Parties regarding the Services will be sent to the addresses and persons which appear in the Engagement Letter, or to such other new addresses and/or persons duly communicated and notified, by the relevant Party.

15.2. The Client accepts unencrypted e-mails as a valid means for the flow and exchange of documentation and information and, in general, as a channel of communication with TGP for the provision of the Services. The Client exempts TGP from any liability for the interception of or access to e-mails by unauthorized persons, as well as from any damage or losses that may be caused to the Client as a result of computer viruses, network failures or similar circumstances.

## 16. Entire Agreement

16.1. These Standard Terms and Conditions replace and render null and void any earlier agreement between the Client and TGP. Unless otherwise provided by the Client and TGP, these terms and conditions represent the entire agreement reached by the Parties in relation to the Services engaged, and shall generally be supplemented by one or more Engagement Letters which, among other elements, shall include the specific services to be provided, the team responsible for doing so and the relevant fees.

16.2. Unless otherwise provided, these Standard Terms and Conditions shall apply to any future engagement made by the Client to TGP.

16.3. TGP shall not be obliged to commence the provision of the Services until it has received a copy of the Engagement Letter and of these Standard Terms and Conditions signed by the Client for its files and payment of the fees linked to acceptance of the Engagement Letter has been made, on the terms provided for therein. The sending of any instructions to TGP from the Client shall be construed as a tacit acceptance of these Standard Terms and Conditions.

16.4. Should it be determined that any of these terms and conditions are null and void, none of the remaining terms and conditions shall be affected thereby, and they shall remain fully in force.

## 17. Jurisdiction and Governing law

17.1. The relationship between the Client and TGP is expressly subject to Spanish law.

17.2. In order to hear any such disputes or claims as may arise over the interpretation or performance of the legal relationship between the Client and TGP, the two parties, with an express waiver of any other jurisdiction to which they may be entitled and notwithstanding the mandatory provisions on jurisdiction, voluntarily submit to the courts of the city of Barcelona, Spain.

a.

I have read, understood and accepted these standard terms and conditions.

Signed: .....

Date: .....