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* Associated Firm

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Standard Terms of Engagement for Legal Services

Governing Terms. This statement contains the standard terms for our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of any agreement we may have with you. Please review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

Application and Interpretation. Your engagement is with Baker & McKenzie Amsterdam N.V., a member of Baker & McKenzie International, which is a Swiss Verein with member law firms around the world. In accordance with the common terminology used in professional service organizations, reference in these Standard Terms, or otherwise in the course of your dealings with us, to a “partner” means a partner, or equivalent, in this or another such law firm. Similarly, references to an “office” means an office of any such law firm.

Client Service Lawyer. One lawyer will generally be assigned primary responsibility for seeing that your requests for legal services are met. Additional lawyers and paralegals from other firm offices may assist in rendering the most appropriate and efficient legal services, and we will share confidential information with them regarding your matters for the purposes of better serving you.

Scope of Our Engagement and Fees. The scope of any engagement will be set out in a separate letter that will be sent to you each time we agree to represent you on an individual matter (Assignment Letter). Our fee arrangement will be set out in that letter.

Conflicts. We will always honor our duty of confidentiality to you and protect your information. Without detracting from our duty of confidentiality to you, this letter confirms our mutual agreement that, so long as we act in accordance with ethical requirements, we and other firm offices may without your consent act for other persons or entities whose interests are adverse to you or your affiliates in matters not substantially related to our engagement by you. The adversity may be in litigation, legislative or regulatory matters, or in transactions or otherwise, all regardless of type, importance or severity of the matter.

We agree, however, that we will not act adversely to you in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a nonpublic nature that, if known to any such other client of ours, could be used in a matter in which we are retained by our other client to your or your affiliates’ material disadvantage, unless we screen our lawyers and paralegals who have such information from any involvement in the adverse representation.

You also understand that we and other firm offices may obtain confidential information from other clients that might be of interest to you, but which we cannot share with you.

Conflicts With Affiliates. For purposes of our engagement, our client is only the entity designated in our Assignment Letter, and not its affiliates (the stockholders, parent, subsidiaries, directors, officers, or related companies of any entity, or the individual members of a trade association, or the partners of a partnership or joint venture). Accordingly, for conflict of interest purposes, we and other firm offices may represent another client with interests adverse to your affiliates without obtaining your or their consent. We will expect you to inform us immediately if the designated client does business under any other name.

Third Parties. Our engagement for you does not create any rights in or liabilities to any third party.

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Termination of Services. We are subject to the rules of professional responsibility for the jurisdictions in which we practice, which list types of conduct or circumstances that require or allow us to withdraw from representing a client. We may terminate our representation for any reason consistent with the applicable rules of professional responsibility. We try to identify in advance and discuss with our client any situation that may lead to our withdrawal, and if withdrawal ever becomes necessary we give the client written notice of our withdrawal.

You may terminate our representation at any time by notifying us. Termination of our services will not affect your responsibility for payment for legal services rendered and additional charges incurred before termination and in connection with an orderly transition of your matters.

Our attorney-client relationship will be considered terminated upon our completion of the specific services that you have retained us to perform, or if open-ended services are agreed upon, when more than six months have elapsed from the last time you requested and we furnished any billable services to you. If you later retain us to perform further or additional services, our attorney-client relationship will be revived, subject to these and any subsequent written terms in the Assignment Letter. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a revival of an attorney-client relationship. Moreover, we have no obligation to inform you of such developments in the law unless we are engaged in writing to do so.

Your Papers. When termination occurs, papers and property that you have provided to us will, at your request, be returned to you promptly. Copies of papers we have created for you, which you may need but no longer have, will be made available to you. Our drafts and work product will belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to destroy within a reasonable time any items described in this paragraph that are retained by us.

E-mail. Documents sent to you by e-mail (whether or not containing confidential information) will not be encrypted unless you request us, in writing, to encrypt outgoing e-mail and we are able to agree with you and implement mutually acceptable encryption standards and protocols.

We make reasonable attempts to exclude from our e-mails and any attachments any virus or other defect that might affect any computer or IT system. However, it is your responsibility to put in place measures to protect your computer or IT system against any such virus or defect, and we do not accept any liability for any loss or damage that may arise from the receipt or use of electronic communications from us.

Use of Cloud Services for the Storage and Processing of Data. We utilize third party service providers (including those that offer “cloud” services) in order to facilitate the provision of legal services to you. We evaluate all third party service providers to confirm their adherence to (i) industry standard frameworks for information security to protect the confidentiality, integrity, and availability of data and (ii) applicable data protection laws. All third party service providers operate under services agreements that require conduct that is consistent with our legal and ethical obligations.

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Data protection and International Data Transfer. We obtain data about individuals, such as contact details, information related to individual assignments, billing information, and the like (personal data) in connection with our provision of services to you. Unless we specifically agree otherwise, we act as the controller or local equivalent of personal data (i.e., we determine the means and purposes of the processing), and retain responsibility to address data protection laws to the extent applicable to us. Baker McKenzie International implements standard contractual clauses and other measures to address cross-border data transfer restrictions in data protection laws. With respect to the administration of the client-attorney relationship (invoicing, archiving, checking for possible conflicts of interest, marketing and knowledge services) and the hosting of personal data (client, contact, time recording, invoice, cash flow data, etc.) as well as all personal data in connection with client-related activities (files, documents, emails, data provided by you, etc.), we receive support from other firm offices and affiliated entities (in particular Baker McKenzie Global Services LLC¹, B&M Global Services Manila, Inc.² and Baker & McKenzie Global Services NI Limited³). For the purpose of administrating the client-attorney relationship, client-related activities, marketing, business development and knowledge management, we may disclose personal data to other firm offices.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services or billing practices to your client service lawyer.

Agreement. These Standard Terms shall be incorporated into any specific engagement and will be part of each Assignment Letter. Except for pending uncompleted assignments, these Standard Terms supersede all prior understandings or agreements between you and us and they shall prevail over any contrary or alternative terms of yours or any third party. Any change to these terms must be made or confirmed in writing in the Assignment Letter and be signed by the Managing Partner of one of our firm offices.

¹ 300 E. Randolph Dr., Suite 5000, Chicago, Illinois 60601, USA

² 8th Floor, BGC Corporate Center, #3030 11th Ave Cor 30th Street, City Center, Bonifacio Global City, 1634 Taguig City, Manila

³ City Quays One, 7 Clarendon Road, Belfast BT1 3BG