NORTON ROSE FULBRIGHT

Norton Rose Fulbright

Standard terms of engagement

Norton Rose Fulbright Verein (the **Verein**) is a Swiss verein which does not itself engage in the practice of law or other business. The member firms in the Verein are Norton Rose Fulbright LLP, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright US LLP (the **Members** or, individually, a **Member**), who, with their subsidiaries or associated entities, engage in a coordinated international legal practice, even though they are separate law firms each of which, absent specific contractual agreement with a client on an individual matter, is solely responsible for its own work and not for the work of any other Norton Rose Fulbright Entity (as defined in paragraph 1.2(a) below).

Each of the Members is committed to providing its clients with the highest quality legal services and to building a lasting relationship with its clients as a trusted adviser.

To that end, these Standard Terms of Engagement (**Standard Terms**) will apply to all engagements between a Member or its subsidiary or associated entity and a client unless otherwise agreed in writing by the client and an authorized representative of such Member, subsidiary or associated entity. These Standard Terms may be supplemented by additional standard provisions and/or a letter or contract of engagement relevant to the jurisdiction of the specific Norton Rose Fulbright Entity which you instruct to provide services.

1 Defined Terms

1.1 The following documents will constitute the entire agreement relating to our engagement by a client: (i) any letter or contract of engagement, (ii) any additional standard provisions referred to above, (iii) these Standard Terms (iv) any other terms and conditions agreed between a Norton Rose Fulbright Entity and the client, and (v) any amendments or supplements to any of the foregoing agreed from time to time. In the event of any conflict between the terms of the foregoing, the documents shall be construed in the order of priority in which they are referred to above, but subject to any amendments as referred to in (v).

1.2 In the above-mentioned documents:

a. Any individual entity that is a Member or subsidiary or associated entity of a Member is referred to as a Norton Rose Fulbright Entity. The Norton Rose Fulbright Entity with which a client engages at any time is referred to as the Contracting Party. Where more than one Norton Rose Fulbright Entity engages with the client for purposes of a relationship agreement or a specific matter, there will be one lead Norton Rose Fulbright Entity, which will be the Contracting Party.

b. We, our and us refer to the Contracting Party together with any other Norton Rose Fulbright Entity to which part or all of your instructions have been referred pursuant to paragraph 2.3 of these Standard Terms; you and your refer to the client (jointly, if more than one, and not individually) with which the Contracting Party engages. Unless otherwise specifically agreed, you and your do not refer to and no attorney/client or solicitor/client relationship will exist as to persons or entities related to the client, including but not limited to parent companies, subsidiaries, affiliates, employees, officers, directors, shareholders, partners, members, commonly owned corporations or partnerships.

2 Your relationship with us

2.1 When you instruct us to represent you on an individual matter, we will write to you to set out:

a. Which Norton Rose Fulbright Entity is the Contracting Party and confirmation of any other Norton Rose Fulbright Entities that will provide services in relation to the matter.

b. The scope of the work we have agreed to undertake and any assumptions on which it is based.

c. Who will be the responsible partner or director and other key team members whom we will try not to replace, although unforeseen circumstances may require that.

d. The fees and invoicing arrangements.

e. Any applicable limitation of liability.

f. The governing law applicable to the contractual relationship with you and the choice of jurisdiction for resolving any issues.

2.2 Your contractual relationship for individual matters is between you and the Contracting Party and any Norton Rose Fulbright Entity or Entities which, with your agreement, provide(s) services under the terms of engagement, and not any other Norton Rose Fulbright Entity nor any individual. You understand that we do not make any promises or warranties as to the outcome of the representation.

2.3 If, with your agreement, the Contracting Party refers all or part of your instructions on any individual matter to one or more other Norton Rose Fulbright Entities, services provided by other Norton Rose Fulbright Entities will be governed by the terms of our engagement, which will apply as between you and such Norton Rose Fulbright Entity or Entities, to the fullest extent permitted by the laws and professional regulations applicable in the jurisdictions in which such other Norton Rose Fulbright Entity or Entities operate as regards such other Norton Rose Fulbright Entity's or Entities' representation of you, as well as by, if any are issued, additional standard provisions and any letter or contract of engagement relevant to the other Norton Rose Fulbright Entity or Entities.

3 Our fees

3.1 Our bills are payable on receipt and in the currency in which they are submitted. If you ask us to provide bills using an e-billing solution you understand that: (i) we will send your information to our and your third party supplier(s) to enable us to comply with your request and the transfer is at your risk; (ii) any costs arising out of use of your third party supplier shall be borne by you; and (iii) our compliance with your request shall not reduce the fee otherwise chargeable by us.

3.2 If you are required by law to deduct or withhold any amount when paying a bill, you will pay to us an additional amount so as to ensure that we receive a net sum equal to the amount of the bill.

3.3 We need to approve in advance any proposal for any part of one of our bills to be paid by a third party. Notwithstanding our approval, you agree that you will remain responsible for paying the whole bill and any interest accrued on it.

3.4 Unless otherwise agreed, any other Norton Rose Fulbright Entity or Entities involved in any of your matters will provide statements of their fees and charges to the Contracting Party. The Contracting Party will include such fees and charges in its statements to you, which you will be obligated to pay in order that the Contracting Party can remit payment to such other Norton Rose Fulbright Entity or Entities.

3.5 If a bill remains unpaid 30 days after delivery:

a. You agree that we may be entitled to charge interest, if any, on it at such rate and under such arrangements allowable under the laws and professional regulations applicable to us or as may be provided for in applicable additional standard provisions or an agreement between us and you.

b. On giving written notice to you, we may cease work on the matter to which the bill relates and any of your other matters. You agree that we are not responsible for any loss resulting from such inactivity. If the matter is litigious, we may also remove ourselves from the Court or tribunal record.

3.6 You agree that we may exercise a lien over your files and documents until all bills due to us from you have been paid in full, subject to the laws and professional regulations applicable to us.

3.7 If we are required by any governmental or regulatory body, or by a service provider appointed by you, to submit one of our bills to audit, to produce documents or provide information on any individual matter on which you have instructed us to represent you, we shall be entitled to bill you for the work involved (and any disbursements incurred) at the rates agreed for the relevant matter. If legal privilege attaches to any such documents, you will either waive privilege or instruct us to represent you with respect to their review and the assertion of any privilege.

3.8 We advise and you acknowledge that the Members of the Verein have an arrangement between them that where a matter is referred by one Member to another, the referring Member and one or more of its partners or directors may be financially rewarded for having so referred the matter. This is an entirely internal arrangement as between the Members of the Verein, and their respective partners and directors, and it does not require you to pay any amount in addition to the fees, disbursements and other charges which apply under the agreed terms of your engagement of us and, if applicable, any other Norton Rose Fulbright Entity.

4 Disbursements and other charges

4.1 We may consider it to be in your interests to instruct counsel or engage correspondent lawyers, experts or others on your behalf and at your expense. We will consult you before doing so if such instructions or engagements will result in significant fees becoming payable.

4.2 We may also charge for photocopying, telephone calls, travel, searches, court fees, hosting on-line data or deal rooms and for other services at our or the relevant third party provider's standard rates from time to time and for other expenses. These charges will be included in our bills and will not include any mark-up of expenses for which the precise cost can be readily determined but may vary from or exceed our or the third party provider's direct cost for services for which the precise cost cannot be readily determined.

5 Money held on account for you

5.1 We will deposit any money we hold on your behalf with a regulated financial institution and manage it in accordance with the laws and professional regulations applicable to the Norton Rose Fulbright Entity holding the relevant account (further details are available on request). You agree that we are not responsible for any loss of funds so deposited and managed.

5.2 If you deposit money with us on account of our fees, the principal and interest accrued, if any, will be applied to your final bill, rendered when we complete your instructions. Unless you and we have agreed otherwise, we may also apply any part of the money in settlement of any outstanding interim bills we submit to you.

6 Communicating with us

6.1 When you seek and receive legal advice from us on your rights and obligations, legal advice or attorney-client privilege will attach to our communications related to that advice. If we act for you in contemplated or actual legal proceedings, litigation or attorney-client privilege will attach to our communications related to those proceedings.

6.2 You agree that we may communicate with you using electronic means, knowing that certain risks (including, for example, interception, unauthorized access and risk of viruses) are associated with such means.

7 Confidentiality, conflicts of interest, and our relationships with other clients

7.1 We will keep all information obtained from you, which is not in the public domain, confidential, and will only otherwise disclose it with your authority; if required to do so by law or court order; if required or permitted by applicable rules of professional conduct; or if permitted under section 9. You specifically agree that we may disclose any relevant information:

a. In order to protect and/or defend ourselves in any actual or threatened legal, civil or regulatory proceeding.

b. In confidence to our insurers, insurance brokers, auditors, bankers and other providers of financial services and other advisers if and to the extent such disclosure may occur without waiving or losing any applicable legal privilege.

7.2 You will provide us, and will instruct your other advisers and any co-venturer or other co-participants to provide us, on any matter on which we are instructed, with all relevant information and documents, all of which will have been properly obtained and on which we may rely without verification. You agree that, unless you instruct us otherwise, we may disclose any relevant information to your other professional advisers.

7.3 Norton Rose Fulbright is a large coordinated international legal practice with multiple offices around the world. We provide services on a wide variety of issues, to a large number of clients both nationally and internationally, some of whom operate or may in the future operate in the same areas of business in which you are operating or may in the future operate. A list of our current office locations, as well as a summary of our current practice areas and the key industry sectors in which we represent clients can be found on our website at www.nortonrosefulbright.com. Due to the size, geographic scope, breadth and diversity of our practice, it is likely that current and future clients of ours will come into contact with you, and it is important that we agree with you on certain matters in relation to conflicts of interest to preserve our ability to represent you while also preserving the right of our other clients or potential clients to choose us to commence or continue as their counsel. It is even possible that, during the time we are working for you, an existing or future client may seek to engage us in connection with a matter in which that client's interests are or potentially may become adverse to your interests. In that regard, you:

a. Consent to, and waive any conflicts of interest with respect to, our representation of any current or future clients (including any parties adverse to you in any matter in which we represent or have represented you) in any matter (including but not limited to litigation, arbitration or other dispute resolution proceedings, administrative proceedings and bankruptcy, insolvency, restructuring,

counseling, negotiations or transactional matters) that is not substantially related to any matter on which we represent or have represented you, even if their interests are directly adverse to you or your interests in such other matter. Such current and future clients may include your investors, financial advisors, debtors, creditors, competitors, adversaries or others who have interests that are contrary to your interests.

b. Agree that no engagement that we have undertaken or may undertake on your behalf will be asserted by you either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify us from our representation of, any current or future clients (including any parties adverse to you in any matter in which we represent or have represented you) in any matter that is not substantially related to any matter on which we represent or have represented you. Such current and future clients may include your investors, financial advisors, debtors, creditors, competitors, adversaries or others who have interests that are contrary to your interests.

c. Acknowledge that another client's interests will not normally be considered adverse to yours merely because the other client is a business competitor, customer or supplier of yours, or is asserting through us legal positions or arguments that are inconsistent with those you are asserting or may wish to assert, or is adverse in interest in another matter to an entity with which you have a relationship through ownership, contract or otherwise.

d. Agree that you fully understand the scope and application of these provisions and your consent and waiver is voluntary and fully informed.

e. Agree that you intend for your consent and waiver to be effective and fully enforceable, and to be relied upon by us without future reference.

f. Agree that you have had the opportunity to obtain independent legal counsel with respect to the terms and conditions of these provisions and this consent and waiver and have either consulted with independent legal counsel or chosen not to do so.

We agree, however, that your consent and waiver does not permit us to represent another client in a matter if we have obtained your non-public proprietary or other confidential information from you that could be used by that other client to your material disadvantage unless we take timely and adequate steps to protect your confidential information. For the avoidance of doubt, your agreement to these terms and conditions and the consent and waiver will have no adverse impact upon our representation of your interests in any matter on which we currently represent you.

7.4 You agree that we are under no duty to disclose to you or use on your behalf any information in respect of which we or any other Norton Rose Fulbright Entity owe a duty of confidentiality to another client or any other person.

7.5 For the purposes of publicity and clearing conflicts, you agree that we may, unless you instruct us otherwise, disclose (a) our role as legal advisers in any matter on which we are instructed following its completion and (b) the fact that we have a relationship with you. Where in (a) the matter is publicized after completion, whether by you or a third party, you agree that we may disclose our involvement, referring only to the information that is already in the public domain.

8 Complaints

8.1 Any concerns or complaint about our work should be directed initially to the partner/director responsible for carrying out your instructions or, if you prefer, to the relationship partner/director. We maintain internal procedures that can be employed should a concern or complaint require escalation beyond the responsible partner/ director. The laws and professional regulations applicable to us may also provide formal complaint procedures.

8.2 In particular, you should raise any queries regarding any of our bills with the partner or director responsible for the matter as soon as possible. If any part of one of our bills is queried by you or the relevant payer, you agree to immediately pay, or procure payment of, those parts not subject to query.

9 Data protection, exchange of information and storage of documents

9.1 We act as a data controller in the provision of our services. We will process personal data provided to us by you or your employees or agents in relation to any instruction in accordance with data protection standards required by applicable law and will implement appropriate technical and organisational security measures to protect against unauthorised or unlawful processing of that personal data and against accidental loss of, or damage to that personal data. Please see our Privacy notice for further information on our processing of personal data: https://www.nortonrosefulbright.com/en-us/global-statements/privacy-notice.

9.2 Each party (you and we) will assist the other party in complying with its respective obligations under applicable data protection law and will ensure that the provision of personal data to the other party is fair and lawful. You agree that you will make our Privacy notice available to your employees or other individuals whose personal data you share with us where the provision of information is required by applicable data protection law. We in turn agree that we will promptly notify you either: (i) upon receipt of a request or complaint from a regulatory authority or an individual exercising a data subject right in respect of any personal data that you have provided to us or that we have obtained on your behalf; or (ii) in the event of loss, disclosure or unauthorized or unlawful processing of such personal data. We will cooperate with you and provide all reasonable assistance as may be required in either case.

9.3 In the course of providing our services to you, personal data (if any) with respect to persons in the European Economic Area (EEA) may be accessible to and used by other Norton Rose Fulbright Entities and their contractors and/or agents, including those located outside the EEA where data protection laws may not be as comprehensive as in the EEA, but as to such personal data we will ensure compliance with the data protection standards of the EU General Data Protection Regulation 2016 or higher standards under other laws applicable to such personal data.

9.4 We will also share your contact details, and those of your staff with whom we have contact, with other Norton Rose Fulbright Entities in order to provide you with information relevant to your business, and to ensure your continuous access to publications, events and news in areas of interest to you. Where your employees supply their contact details to us, we will only use that personal data in accordance with our Privacy notice referenced above or as otherwise consented to by them.

9.5 You agree that we may exchange your information (including personal data) with other Norton Rose Fulbright Entities for internal purposes, including for the purposes of conflict checking, compliance, financial planning, billing, business development and matter management. Arrangements are in place among all Norton Rose Fulbright Entities to protect the confidentiality of the information exchanged.

9.6 We may outsource certain functions associated with servicing clients to a service centre dedicated to Norton Rose Fulbright located outside of the EEA or to other third party providers. For example, we may outsource information and document management, office support, technology and IT services, word processing, photocopying, and translation services.

9.7 Some of your data may be stored using cloud technology managed by a third party service provider. We have agreements in place with the third party service providers referred to in paragraphs 9.6 and 9.7 where applicable and also employ technical and organizational measures to protect the confidentiality and security of any information shared with them.

9.8 We do not undertake to store or retain your files (whether paper or electronic) for any particular period of time, but will do so for at least the minimum number of years required by applicable laws and professional regulations. Files may be destroyed at any time after the expiry of such period, without notice, except those files you ask be delivered to you.

10 Copyright and intellectual property

10.1 We retain all copyright and other intellectual property rights in all material developed, designed and created by us in the course of a matter. You may only use and copy material created by us for you, or which we have developed independently of our work for you and used in the course of your matter, in accordance with our advice or specific license terms. All material must be kept confidential by you unless we agree otherwise.

10.2 We may use all material created and/or modified by us in the course of any matter for legal training, forms, service development (including in the training of artificial intelligence technologies in which event the materials may be hosted on a third party system) and research purposes, without reference to you.

11 Our compliance with certain laws and regulations

11.1 We may require you to provide identifying documents and information concerning yourself and individuals and/or entities associated with you in order to comply with anti-money laundering, sanctions and other laws and regulations, and to keep those documents and information up to date. We may be unable to carry out your instructions if we are unable to verify your identity or, in some instances, the identities of your directors, shareholders and eventual beneficial owners. We shall only process such identifying documents and information for the purposes of preventing money laundering or terrorist financing, or a breach of sanctions laws or regulations, and to fulfill any other legal and regulatory obligation and shall retain it for the period necessary in accordance with permitted or required retention and limitation periods and in accordance with our data protection obligations as set out at paragraph 9 above.

11.2 We may be required by law or regulation to report to a governmental or regulatory authority our knowledge and/or suspicion that certain criminal offenses have been committed, regardless of whether such an offense has been committed by a client of ours or by a third party. We may not be able to discuss such reports with you because of restrictions imposed by those laws and regulations, and we may have to cease acting for you in those circumstances. You agree that we are not responsible for any adverse consequences you may suffer as a result of our compliance with such laws and regulations.

12 Force majeure

Neither you nor we will be responsible for failure to perform our respective obligations concerning your instructions (save for your responsibility to pay our bills in full) if the failures are due to causes outside, respectively, your or our control.

13 Amendments

From time to time, we may need to amend these Standard Terms. If this occurs, we will post the current Standard Terms in effect on our website, but they will not affect any matter on which we are then currently instructed.

14 Limitations

If the validity or enforceability of any of these Standard Terms is in any way limited by the laws and professional regulations applicable to us, those laws and professional regulations will take precedence, but these Standard Terms will be valid and enforceable to the fullest extent permitted by such laws and professional regulations, and such limitation shall not affect the validity or enforceability of any other term.

15 Integrity and ethics

Our policy is to act at all times in accordance with the highest professional, ethical and business standards, and we expect you to act in like manner in all your dealings with us and your business counter-parties. We do not countenance bribery or corruption in any form and you agree (i) not to expect or request any conduct from us that might bring our name into disrepute or compromise our integrity, (ii) that you and your employees and agents will refrain from any practices involving bribery or any other corrupt activities and (iii) that you have taken or will take internal steps or procedures designed to ensure compliance with all applicable anti-bribery and corruption laws.

16 Termination

16.1 Either you or we may terminate our engagement at any time by giving reasonable prior notice in writing, subject, in our case, to any applicable laws or regulations. We will only stop acting for you if we believe we have a good reason to do so, including in the circumstances contemplated by paragraph 3.5 (b), but we retain sole discretion regarding any such decision.

16.2 If our engagement is terminated for any reason, you agree to pay in full our bills representing fees, costs, disbursements and other charges (including GST, VAT or similar taxes, if applicable) up to the

time of the engagement's termination.

16.3 A solicitor/client or attorney/client relationship exists between you and us only if, at the relevant point in time, we are working under instructions from you; we shall have no duty to provide you advice at any other time concerning changes in laws, rules or regulations that might affect your rights.

16.4 We and other Norton Rose Fulbright Entities may send you general information on legal developments without charge, or may include you in general mailings, after our or their engagement with you has been terminated. This will not change the fact that our or their engagement has been terminated.

17 Fraud alert

As scams involving fraudulent invoices purporting to be issued by large organizations have become more prevalent, we strongly recommend that you take steps to safeguard your information and orally verify the authenticity of any payment request before responding to it. We will not be responsible for the actions of third parties who use the Norton Rose Fulbright name or logo or the name of any Norton Rose Fulbright partner, director or employee in such scams or who seek to communicate fraudulent information through Norton Rose Fulbright. If you have any concerns regarding the veracity of a payment request or other communication that refers to or has been made through Norton Rose Fulbright, please contact our relationship partner or director, the partner or director responsible for carrying out your instructions or a member of our finance team.

18 Use of artificial intelligence technologies

18.1 In the course of providing our services to you, we may utilize artificial intelligence (AI) technologies, including machine learning and generative AI, that may be developed by or for us or contained within third party software. We have developed principles and guidelines for the responsible and ethical development, deployment and use of AI technologies, and we require that our suppliers' use of AI conforms with our existing confidentiality, data protection and information security standards/requirements.

18.2 You acknowledge that certain legal risks may arise from your own use of AI tools in connection with a matter on which you have engaged us, including potential loss of applicable legal privileges. For more information on the potential legal risks from your use of AI tools, please review this Client Advisory. If you have any questions or concerns regarding your use or potential use of AI tools, please contact our relationship partner or director or the partner or director responsible for carrying out your instructions.

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