

**Standard Terms and Conditions for
Professional Services
Garrigues México, S.C.**

These Standard Terms and Conditions are applicable to all professional services provided by Garrigues and are additional to any specific agreement entered into between Garrigues and the Client (the “**Engagement Letter**”), which will prevail over this document in the event of any discrepancy between the two. In this document:

(i) “**Garrigues**” means Garrigues México, S.C., a civil law partnership with registered office in Mexico City, and holding tax identification number (RFC) GME131115AJ5; (ii) “**Garrigues Group**” means the group formed by J&A Garrigues, S.L.P., a Spanish professional services firm holding employer identification number B-81709081, and the entities associated with it (but excluding other firms with which Garrigues may have formed an alliance, details of any such alliances may be consulted at www.garrigues.com) on the date on which the Engagement letter is issued and that are identified as such in the Engagement Letter sent to the Client; (iii) “**Client**” is the intended recipient of the Engagement Letter, and (iv) “**Services**” are the professional services under the Engagement Letter.

1. Scope of application

- 1.1. The Parties to the legal relationship governing the provision of Services are Garrigues 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 Garrigues.
- 1.2. The holder of the legal relationship with the Client is Garrigues, on which are conferred all of the rights and obligations specific to the performance of the professional activity, regardless of the participation of other Garrigues Group entities or of the specific professionals and employees through whom the Services are provided. Garrigues accepts full liability with respect to the Services provided in its name by other Garrigues Group entities or Garrigues professionals or employees.

2. Services

- 2.1. Garrigues shall provide the Client with the Services specified in the Engagement Letter issued for each specific engagement or case. Any amendment to the Engagement Letter shall be agreed on by Garrigues and the Client and placed on written record.
- 2.2. Any decision regarding the performance, monitoring or implementation of any advisory services, counseling, opinions or recommendations provided by Garrigues within the context of the Services is at the sole discretion of the Client, which adopts such decision at its responsibility.

**3. Involvement of other professionals
unrelated to Garrigues**

- 3.1. Unless expressly provided otherwise, the Services shall be confined exclusively to the Mexican jurisdiction.
- 3.2. In the event of the participation of firms not belonging to the Garrigues Group or other external advisers unrelated to the Garrigues Group (the “**External Professionals**”), unless expressly provided otherwise:
(i) the involvement of Garrigues in the case in question shall be limited to activities of 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) Garrigues’ fees shall be independent of those of the External Professionals, and (iv) Garrigues shall assume no liability whatsoever for any advisory services provided to the Client by the External Professionals.

4. Engagement team

Notwithstanding any specification in the Engagement Letter of the professionals or employees assigned to the Client or engagement in question, Garrigues may, where it deems fit or where necessary with regard to the needs of the Client or engagement, replace any of such professionals or employees or modify the number of professionals or employees assigned to the Client or engagement.

5. Fees and expenses

- 5.1. The fees for the provision of the Services to the Client shall be those established in the Engagement Letter, in line with the quantification methods established therein.
- 5.2. 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.
- 5.3. The fee amount does not include any such reasonable out-of-pocket expenses as may be incurred by Garrigues in the provision of the Services, which must be reimbursed by the Client.
- 5.4. Any services other than the Services and which are complementary thereto (such as, *inter alia*, notaries, registries, management of announcements in the press or official journals or gazettes, among others) shall be arranged and paid directly by the Client. Notwithstanding the above, such services may be arranged and paid for by Garrigues on behalf of the Client, where the Client so requests and provided that, at the request of Garrigues, the Client has arranged the relevant retainer beforehand. Under no circumstances shall Garrigues be obliged to advance or provide funds to the Client or make payment on behalf of the Client in respect of any expenses, services or disbursements not previously agreed on and on the conditions referred to above.
- 5.5. Any retainers paid or deposits made by the Client shall be assigned by Garrigues to pay amounts on behalf of the Client. The Client expressly authorizes Garrigues, subject to prior notice to the Client, to use the retainer paid or deposit made by the Client to pay any such amount as may be owed to Garrigues in respect of fees or expenses, where such amount is net, due and payable.
- 5.6. The fees and expenses must be settled even where the transaction or case to which the Services refer is not completed successfully.
- 5.7. The Client’s obligation to pay the fees and expenses to Garrigues is separate from any right to which the Client may be entitled with respect to third parties in relation to the Services provided. Thus, among other potential circumstances, in litigation-related or court matters, any order to pay costs to the other party does not exempt or release the Client from paying Garrigues the relevant fees and expenses.

6. Billing and payment

- 6.1. Unless the parties expressly agree otherwise, the invoices issued by Garrigues shall be payable on demand, in the currency and on the terms and conditions they contain, and Garrigues 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.
- 6.2. Any objection on the part of the Client in relation to an invoice must be sent to the Garrigues partner 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.
- 6.3. In the event of any advance or pre-payments made by the Client pursuant to the Engagement Letter, where, for any reason, there is a surplus in favor of the Client on termination of the Services, Garrigues shall immediately repay such surplus, in line with the Client's instructions for such purpose.
- 6.4. In the event of the failure to pay an invoice, Garrigues, upon giving written notice and pursuant to the professional regulations and code of ethics governing its activity, 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 and also subject to the provisions of the governing professional regulations or code of ethics, Garrigues may exercise the right to retain any such documents of the Client as may have been prepared by or with the participation of Garrigues that may be in its possession at such time.
- 6.5. 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, Garrigues shall directly invoice the entity indicated, although the Client shall bear liability for the payment of any amount not settled on the due date.

7. Information, documentation and confidentiality

- 7.1. Garrigues 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 Garrigues 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 Garrigues and shall hold Garrigues harmless from and against any third-party claim due to access to the information or documentation sent by the Client or at its request.
- 7.2. Garrigues shall not be liable under any circumstances for any consequences that may arise for the Client by reason of having sent Garrigues any inaccurate, inexact or incomplete information or documentation.
- 7.3. Garrigues undertakes to safeguard the confidentiality of all 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 legally authorized for such purpose.

Where Garrigues outsources word processing, photocopying, translation or any other type of service to providers, it shall safeguard the confidentiality of the Client's information and documentation, ensuring that the relevant providers sign a confidentiality agreement.

- 7.4. Garrigues' duty of confidentiality with respect to the information and documentation received from the Client shall not apply 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 directions or restrictions to the contrary.
- 7.5. On termination of the provision of Services, Garrigues 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; except where the Services are recurring services that require Garrigues to store original Client documentation for the provision of such services from time to time.
- 7.6. The Client authorizes Garrigues 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 Garrigues' duty of confidentiality. Garrigues 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 Garrigues to preserve its files, it must expressly so request and shall assume any supplementary costs that Garrigues may incur in respect of maintaining and accessing the files and sending documents.
- 7.7. Unless expressly indicated otherwise by the Client, the Client authorizes Garrigues to make public its involvement in the provision of the Services to the Client, provided no confidential information is disclosed.

8. Communications

- 8.1. 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 Garrigues for the provision of the Services. The Client exempts Garrigues 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, unless such circumstance is attributable to Garrigues.
- 8.2. By mutual agreement and with respect to any predefined documents or information of particular materiality or sensitivity that so require, the parties may establish additional security measures and procedures for the sending and exchange of information and documentation.

9. Conflicts of interest

- 9.1. Garrigues provides services to a significant number of clients in different jurisdictions, in a very broad range of specialized fields and areas. Garrigues has in place internal procedures to check and confirm potential conflicts of interest. Nonetheless, where the Client is aware of any circumstance that may, in

its opinion, give rise to a situation of conflict of interest, it must notify Garrigues immediately. Moreover, Garrigues shall immediately inform the Client where it becomes aware of any conflicts of interest that may arise due to any circumstance, whether anticipated or not.

- 9.2. Garrigues may act on behalf of any third party (even in the event that the interests of such third party are contrary to the interests of the Client, whether in or out of court), provided such services refer to cases or matters that bear no relation to the matters engaged by the Client from Garrigues (and even where this may entail acting against the Client itself or against any other entity in which it has an interest), without there being any conflict of interest in such circumstance preventing Garrigues from accepting and performing such engagements in favor of third parties, except in those cases in which, pursuant to the professional regulations or code of ethics governing Garrigues' activity, this proves impossible.

10. Statutory compliance

- 10.1. Pursuant to the legislation in force on prevention and identification of transactions with illicit proceeds, Garrigues is subject to obligations to check the identity of the Client and its operations and activities. The Client undertakes to provide Garrigues, completely and accurately, with all such information as may be necessary and required of it for such purposes (both from the Client itself and, as the case may be, from its shareholders, investors, directors, attorneys-in-fact, legal representatives and/or related persons, etc.) and expressly authorizes Garrigues to take any steps towards confirmation that it deems appropriate in such connection.
Where it fails to obtain the necessary information, Garrigues shall be unable to provide the Services to the Client, without such circumstance giving rise to any type of liability for Garrigues.
- 10.2. The Client acknowledges and understands that, in order to be registered as a client of the firm, and in order to enable Garrigues to fully comply with Anti-Money Laundering and Counter-Terrorist Financing Law 10/2010, of April 28, 2010 and with the Federal Law on the Prevention and Identification of Transactions with Illicit Proceeds (the "Law"), the Client shall provide Garrigues with certain information and a copy of certain documents that Garrigues must request from it by law. The Client understands that Garrigues may request additional information if the Law so requires. This information shall be kept confidential by Garrigues. The Client understands that, in certain circumstances and in accordance with the Law and other applicable laws, all of this information, including any additional information that may be requested as explained above, may need to be disclosed to the Mexican government or to the Spanish government, as applicable. Consequently, the Client is aware that Garrigues may be obliged to disclose such information under the applicable laws, including without the Client's approval, without such disclosure breaching any contractual obligation or professional secrecy. This notwithstanding, to the extent permitted by law, such circumstance shall be notified to the Client.

11. Reporting to the authorities

- 11.1. The Client undertakes, where applicable, to submit to the Tax Administration Service ("SAT") the

report referred to in article 198, section VI, of the Federal Tax Code, on the understanding that the tax-related Services provided by Garrigues, if applicable, may be classified as a "reportable arrangement", and to release Garrigues, its partners, directors, attorneys-in-fact and employees, from any obligation related to such report, undertaking in turn to indemnify, reimburse and relieve Garrigues, its partners, directors, attorneys-in-fact and employees from any contingency or liability that may arise as a result of the breach of the abovementioned reporting obligations.

- 11.2. Where the tax-related Services are not classified as a "reportable arrangement", or where there are legal impediments for its disclosure, the Client may ask Garrigues, at its own cost, to issue an opinion justifying and explaining the reason why such tax advance is not classified as a "reportable arrangement" or cannot be disclosed (the "Written Record"), without the issue of such Written Record constituting the assumption by Garrigues of any reporting obligation.
- 11.3. Where Garrigues is obliged to report a transaction, the Client hereafter accepts that the reporting of a "reportable arrangement" does not constitute, nor shall it constitute, a breach of the duty of professional secrecy or the confidentiality undertaking assumed by Garrigues under the terms of this agreement.
- 11.4. Where the SAT sends a request for information related to a "reportable arrangement" to the Client or to Garrigues, both Parties agree that whoever receives the request shall immediately notify the other party of the request for information and they shall cooperate without any restrictions to respond to such request or bring the applicable legal action within the corresponding statutory period.
- 11.5. Any time incurred by Garrigues in attending to any request and/or investigation by the SAT may generate fees that shall be borne by the Client.
- 11.6. The reporting obligation of the Client shall apply to any of its subsidiaries or affiliates, and it undertakes, in such case, to submit all corresponding reports and information to the SAT as may be requested and shall be directly liable on the terms of this clause for any breach of this obligation.

12. Termination

- 12.1. The Client may deem the provision of Services to have been terminated at any time, without any need to plead any grounds in such connection.
- 12.2. Subject to compliance with the professional regulations or code of ethics regulating its activity, Garrigues may terminate the provision of Services in progress (or reject the management of one or more specific cases) at any time, with reasonable advance notice, due to loss of trust or ethical reasons or reasons of any other kind.
- 12.3. The Client shall at all times be obliged to pay the fees and expenses accrued to Garrigues up to the date of termination of the Services.
- 12.4. On termination of the provision of the Service, Garrigues shall be under no obligation to provide any additional service or furnish the Client with updated versions of the information, opinions, recommendations, counseling, or advisory services

provided due to changes to the legislation or facts subsequent to that termination.

- 12.5 Unless Garrigues and the Client agree otherwise, any access by the Client to the website (extranet) of the Service, in addition to the use of any IT connectivity programs licensed for such purposes and the sending of newsletters, round-ups and other commercial communications between the Client and Garrigues, shall cease on the date of termination of the Services.

13. Liability

- 13.1. Garrigues accepts full liability for the Services provided in its name by other Garrigues Group entities or by professionals or employees belonging to the Garrigues Group, be they partners, employees or consultants.
- 13.2. Garrigues shall be liable to the Client for any such damage or loss as may be caused to the Client for reasons attributable to Garrigues or its professionals or employees as a result of the willful misconduct or gross negligence of any of them. Other than in the above cases, the extent of Garrigues' liability shall be governed by the terms of the relevant Engagement Letter. Under no circumstance shall Garrigues 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 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.
- 13.3. Garrigues' liability shall be limited to direct damage (therefore excluding loss of profit, loss of business or reputational damage) actually caused to the Client.
- 13.4. Garrigues' 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.
- 13.5. Garrigues' potential liability shall arise solely with respect to the Client. Garrigues shall 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, unless such use has been expressly authorized by Garrigues, in which case Garrigues' liability shall be brought into line with the terms and conditions agreed on for such purpose.
- 13.6. The Client undertakes not to induce any third party to file a claim against other Garrigues Group entities or against Garrigues Group professionals or employees in relation to the services.
- 13.7. In the event of a claim by the Client against Garrigues on any ground, where External Professionals or other persons or entities unrelated to Garrigues Group act in the engagement forming the subject matter of the Services and may be held liable, Garrigues' proportional liability to the Client may not be increased as a result of: (i) an agreement with another liable person limiting or exempting their liability; or (ii) the inability to obtain indemnification from another liable person.
- 13.8. Under no circumstances shall Garrigues be deemed

exempt from liability for acts or omissions where relief from liability is not available pursuant to the applicable legislation.

14. Privacy notice

- 14.1. Pursuant to the provisions of Federal Law on Protection of Personal Data held by Private Individuals, and its Regulations (jointly, the "**Data Protection Legislation**"), the signatory is hereby informed that the personal data it has provided to Garrigues 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 Garrigues in the future due to its professional relationship with the Client ("**Signatory's Details**") will be included in a database controlled by Garrigues.

- 14.2. The Signatory's Details shall be processed for the purpose of maintaining, developing, controlling and implementing the Client's professional relationship with Garrigues within the context of the provision of the Services; reporting on the advisory services forming the subject matter of the Services in order to include them as Garrigues credentials; carrying out billing tasks, clarification and monitoring payments; and sending information, publicity, communications and legal notices.

On acceptance of the Engagement Letter, Garrigues shall inform the Client of any other potential types of processing of the Signatory's Details that it may carry out, subject to the Client's consent. Additionally, any change shall be notified to the Client.

- 14.3. The Client may exercise the rights of access, rectification, cancellation and objection in respect of its personal data at any time by submitting a written request by post to Garrigues, at Paseo de la Reforma 412, Piso 24, Colonia Juárez, Delegación Cuauhtémoc, C.P. 06600, México, D.F. or by sending an e-mail to the following address: privacidad.mexico@garrigues.com, indicating and attaching in both cases (i) their name and address or another means of contacting them to reply to their request; (ii) a copy of an official document evidencing their identity or, as applicable, the identity of the legal representative, accompanied by a document evidencing its powers of representation; (iii) a clear and precise description of the personal data with respect to which they wish to exercise any of the rights of access, rectification, cancellation and objection; and (iv) any other item or document that may facilitate the location of the personal data.

The Client shall have the right to restrict the use or disclosure of personal data that are not necessary for the provision of the Services using the means indicated in the preceding paragraph.

- 14.4. In the context of the provision of the Services under the Engagement Letter, Garrigues may need to have access to personal data held by the Client (the "**Data**"), in which case Garrigues will act as the data processor. In such case, Garrigues undertakes and agrees:

- (i) only to process the personal data in line with the instructions of the data controller;
- (ii) to refrain from processing the personal data for purposes other than those instructed by the data controller;

- (iii) to maintain confidentiality with respect to the personal data processed;
- (iv) to refrain from transferring the personal data, save where so determined by the data controller, where the disclosure derives from an instance of outsourcing, or where so required by the competent authority;
- (v) to implement the security measures in accordance with the Data Protection Legislation and other applicable provisions; and
- (vi) to erase the personal data processed once the legal relationship with the data controller has been terminated or at the instructions of the data controller, provided that there is no legal provision requiring the storage of personal data.

14.5. The Client has been informed and expressly authorizes Garrigues:

- (i) to allow access to the Data by any companies providing management and technical support services to Garrigues, to the extent that such access proves essential for the performance by Garrigues of the Services; and
- (ii) to subcontract all or part of the Services to Garrigues Group companies or any third party, where deemed necessary for the provision of the Services, in which cases Garrigues would act for and on behalf of the Client, solely for the purposes of the Data Protection Legislation.

Any processing of the Data performed by any subcontractor shall be performed in compliance with the Client's instructions and Garrigues shall execute the relevant services contract with each such subcontractor, as provided in the Data Protection Legislation.

15. IP

- 15.1. The copyright and IP rights in the documentation created and in the original ideas conceived by reason of the provision of the Services shall be held by Garrigues.
- 15.2. The Client may utilize, exclusively for its own use, all the documentation created by Garrigues by reason of the provision of the Services, and may not distribute such documentation or provide access thereto to other persons other than the Client, without the express prior written consent of Garrigues.

16. Entire Agreement

- 16.1. These Standard Terms and Conditions replace and render null and void any earlier agreement between the Client and Garrigues. Unless provided otherwise by the Client and Garrigues, these terms and conditions represent the entire agreement reached by the parties in relation to the professional 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 provided otherwise, these Standard Terms

and Conditions shall apply to any future engagement made by the Client to Garrigues.

16.3. Garrigues 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 Garrigues 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. Amendments

Garrigues may amend these Standard Terms and Conditions at any time, provided that such amendments have been notified to the Client and a period of 21 calendar days has passed without there having been any written objection from the Client during such period. For the avoidance of doubt, the Client shall be deemed to have accepted the amendments if, in that period, the Client does not make any written objection in that connection.

18. Governing law. Jurisdiction

- 18.1. The relationship between the Client and Garrigues is expressly subject to Mexican law.
- 18.2. In the event of any disagreement, dispute or claim arising from or in relation to this agreement that cannot be resolved through talks between the Parties, an attempt shall be made to settle differences by means of mediation administered by the National Chamber of Commerce of the City of Mexico ("CANACO"). The mediation shall be administered by a single mediator and shall be conducted pursuant to the CANACO rules. Subsequently, and only if and after the mediation process fails, any disagreement, dispute or claim arising from or in relation to this agreement shall be resolved by arbitration administered by CANACO. The arbitration shall be conducted by a single arbitrator, in accordance with the CANACO rules, and the decision set out in the award issued by the arbitrator shall be final and binding on the parties and may be enforced by any competent court or tribunal. The mediation and/or arbitration proceeding shall be conducted in Spanish, in Mexico City, Mexico.

This agreement is subject to the laws of the City of Mexico, United States of Mexico.

Sincerely,

Garrigues México, S.C.

Signed:

Name:

Position:

Date:

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

The Client

Signed:

Name:

Position:

Date: