

## Terms of Engagement for Legal Services provided by Maples and Calder (Ireland) LLP

**Maples and Calder: who we are and our relationship with you.** The Maples Group includes multiple separate undertakings and entities each called Maples and Calder or a derivation thereof, providing legal services in the British Virgin Islands, Cayman Islands, Dubai, Hong Kong, Jersey, Luxembourg, Singapore, the Republic of Ireland and the United Kingdom, all of which are authorised to carry on a legal practice under the name Maples and Calder (each a "**Maples and Calder Entity**").

The Maples Group is not a legal entity or a partnership and does not itself provide legal services. The Maples Group also includes a Cayman Islands partnership known as The Maples Group Partnership which does not itself provide legal or other client services and is not a Maples and Calder Entity. Legal services are provided by individual Maples and Calder Entities, each of which is a separate and distinct business and some of which are limited liability entities. A list of Maples and Calder Entities providing legal services is available on request.

The references in these terms of engagement (these "**Terms**") to "Maples and Calder", "we" and "us" mean Maples and Calder (Ireland) LLP, approved by the Legal Services Regulatory Authority as a limited liability partnership under the Legal Services Regulation Act 2015 whose partners are listed at the foot of these Terms, all being members of (and regulated by) the Law Society of Ireland ("**Maples Ireland**"). Although we are a part of the Maples Group, it is Maples Ireland which is solely responsible for providing legal services to you under this engagement. You will not be a client of another Maples and Calder Entity unless we engage that entity on your behalf (as described below) or unless you engage that entity directly. No member of the Maples Group is responsible for the acts or omissions of, nor has the authority to obligate or otherwise bind, any other member of the Maples Group.

We may, during the course of our engagement and subject to your prior consent, provide Irish legal services to you partly or entirely from our London branch office (the "**London Branch**"), which shares premises with Maples and Calder, a private unlimited company registered in England and Wales (Company No. 03369233) ("**Maples and Calder London**"). For the avoidance of doubt, you will not be a client of Maples and Calder London as a result of this engagement nor as a result of receiving Irish legal services from our London Branch. Neither Maples Ireland nor our London Branch are regulated by the Solicitors Regulation Authority in England and Wales (the "**SRA**"), and accordingly the SRA's professional indemnity insurance requirements shall not apply to this engagement.

**Our Client(s).** The person(s) named in our accompanying email or letter (the "**Letter**"), but not any other person, affiliates or other related entities, is/are our client(s). Each such person is jointly and severally responsible for all obligations due to us and each represents that she/he/it has full authority to instruct us. For the avoidance of doubt, no person other than Maples Ireland and the client(s) named in

### Maples and Calder (Ireland) LLP

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the Letter has any right (whether in its own right or otherwise) to enforce any provision of the Letter or these Terms.

The Letter and these Terms supersede any prior written or oral agreements between you and us or any predecessor firm including but not limited to the Irish partnership of Maples and Calder prior to its conversion to Maples Ireland. Unless we otherwise agree in writing, the Letter and these Terms set forth our entire agreement for rendering professional services to you and any additional persons which may be agreed upon in writing for the current and any future engagements. If and to the extent that these Terms conflict with the Letter, the Letter shall prevail. These Terms shall not be capable of variation or amendment orally or by course of conduct. Your use of our services shall be deemed and constitutes your acceptance of these Terms. We may at any time and from time to time change, alter adapt, add or remove portions of these Terms and, if we do so, will post any such changes on our website. Your continued use of our services following any such change shall be deemed and constitutes your acceptance of those changes and you acknowledge and agree to be bound to the current version of the relevant Terms at all times and that unless stated in the current version of the Terms, all previous versions shall be superseded by the current version.

**Scope of engagement and no general retainer.** The scope of our engagement will be described in the Letter and will be limited to a specific matter. It is our policy not to accept a general retainer to act for you and we reserve the right not to accept instructions in respect of any matter, or to decline to continue to act further, on the grounds of conflict of interest or otherwise (as to which our determination shall be final).

**Right to allocate work as appropriate.** We reserve the right at our absolute discretion to allocate and re-allocate work to such member(s) of staff as we deem appropriate due to the nature of the matter, business requirements or staff absences.

**Fees.** Unless otherwise agreed services will be rendered at our standard hourly rates for our lawyers and other personnel prevailing at the time the services are rendered. We reserve the right to add a weighting to our fees in cases involving urgency, novelty, unusual responsibility, complexity or where a formal legal opinion is required. Our charge out rates do not include VAT which will be charged at the current rate if applicable. We reserve the right to amend our charge out rates from time to time. All fees, costs and expenses payable to us shall be payable gross, without deduction of any taxes or charges or withholdings of any nature, unless required by law. If any such deduction or withholding is required by law to be made (whether by you or otherwise) from any such payment, you shall pay such additional amounts as will result in the receipt by us of such amount as we would have received had no such deduction or withholding been required to be made, save where this is not permitted by Irish law.

**Costs.** In addition to fees for professional and staff time, you will also pay for all reasonable costs and expenses (and, where relevant, at our standard charges from time to time)

such as charges for messengers and couriers, faxes, computerised research, word processing, online service costs, printing and photocopying, scanning, travel, transcripts, translations, filing fees, searches (e.g. court searches, insolvency searches, Companies Registration Office searches and other relevant searches), telephone charges, secretarial overtime (where attributable to your special needs), notary charges, barristers, experts and other consultants retained on your behalf, audit confirmation letters and updates and other similar costs and expenses. Further details of the rates and manner in which we charge for these costs and expenses are available on request. You are also responsible for all costs and expenses we advance on your behalf. Where significant or unusual third party payments are required (e.g., counsel fees, expert fees, special studies, extensive transcripts or translations or filing fees) we will normally forward the charge to you for direct payment or obtain advance funds from you to cover the cost. If we advance funds for you they will be added to our invoice. VAT is also payable on certain expenses incurred by us on your behalf. All fees, costs and expenses payable to us shall be payable gross, without deduction of any taxes or charges or withholdings of any nature, unless required by law. If any such deduction or withholding is required by law to be made (whether by you or otherwise) from any such payment, you shall pay such additional amounts as will result in the receipt by us of such amount as we would have received had no such deduction or withholding been required to be made, save where this is not permitted by Irish law.

**Travel.** Should professional staff be required to travel at your request or on your business you will be expected to pay all travel expenses including mileage, business class train fares, business class air fares, reasonable hotel expenses and other out-of-pocket expenses (e.g. meals and taxi fares). You will pay legal fees based upon the time during which the member of staff is out of the office and unable to do work for other clients at a minimum rate of ten hours a day irrespective of the number of hours actually worked on your matters which hours shall include travel time. Where significant or unusual expenses are likely to be incurred, we will normally forward the charge to you for direct payment or obtain advance funds from you to cover the cost.

**Monies on account.** We may, at our discretion, request payment of monies on account before undertaking any specific legal work or if we have commenced legal work and, subsequently, we deem it appropriate to request payment of monies on account, we reserve the right to do so. If our request is refused, we reserve the right not to accept instructions in respect of the matter or not to act further for you, as the case may be. Any such monies on account are a deposit for payment of a portion of the legal fees and costs to be incurred. Except to the extent any legal fees or costs are incurred, any such monies on account are a refundable deposit. At the end of our engagement, our final charges will be applied against the monies on account and the balance of the monies, if any, will be refunded, or the balance due must be paid by you. You authorise us to apply such monies to pay your statements as billed on any matter for you and you grant us a lien for lawyers' fees and costs advanced on all or any monies on account, escrow accounts, client accounts, real and personal property, intangible property, claims and causes of action that are subject to our representation of you and on all proceeds of any recovery obtained (by settlement, arbitration, award, court judgment or otherwise). Where payments are made by you on account of fees and disbursements, interest is only payable by us to you in accordance with any Law Society of Ireland regulations.

**Billing.** We will send you periodic invoices for services rendered and/or for fees on account and for costs incurred on your behalf, and you agree to pay any balance due following

receipt. The invoices may not include some disbursements falling within the period of the invoice but which were notified to us late. In these circumstances, such costs will be held over to later invoices. All invoices are due in full within twenty one (21) calendar days of receipt and will be specified in Euro unless otherwise agreed in writing. We reserve the right to charge interest in the event that an invoice remains unpaid for a period of more than 30 days after receipt and after sending at least one (1) reminder. If we exercise our right to charge you interest, such interest will be at a daily rate of 5% per annum at the relevant times or the maximum permitted by law, whichever is the lesser, until payment in full of the invoice. We are unable to accept payments or deposits made in cash. Payments should be made by bank transfer or cheque. If you have any questions about an invoice, please call them to our attention immediately upon receipt. Where the invoice is sent by email, you consent to the use of an electronic signature on such invoice or on the email to which it is attached. Any funds received from you will be applied in the settlement of our outstanding invoices in date order unless otherwise agreed with you in advance of receipt of such funds.

**Termination.** You or we may terminate our engagement at any time in writing with immediate effect. The right to terminate this engagement shall be at either party's sole discretion. Circumstances in which we may terminate the engagement include but are not limited to, any invoices of ours or any other Maples and Calder Entity or any other member of the Maples Group not being settled within twenty one (21) calendar days of receipt by you. In addition, our engagement will end automatically upon the substantial completion of the legal advice work we have been engaged to provide to you and the matter will be closed and will not be a current matter. In the event that our engagement is terminated, you will be responsible for the cost of all work completed up to the date of termination and any costs incurred by us in concluding or transferring the matter. No discount will be offered on the basis of a premature closing of transaction or other matter.

**Complaints.** If you have any complaint about any aspect of the service being provided to you, you should, in the first instance, contact the relevant partner and/or if he/she is unavailable or if you are dissatisfied with his/her response you should contact our managing partner. You have the right to bring your complaint to the Legal Services Regulatory Authority.

**Acting for other clients.** We represent numerous clients in a wide variety of matters across multiple jurisdictions. We will only consider you a client for conflict purposes if we have at least one current matter on which you have engaged us to provide legal advice. As our representation of you is limited in scope and we do not accept general retainers, it is a condition of our undertaking this matter that you agree that we may represent, now and in the future, existing or new clients in any matters that are not substantially related to matters for which you have engaged us. We may represent such clients' interests in those other matters even if you are a current client and they are directly adverse to you or any of your affiliates. By accepting these Terms you are agreeing to waive any conflict of interest that may arise in such situations. Without your prior written consent, we cannot and will not represent any client adverse to you in a specific legal matter if we have obtained confidential information from you that is material to that matter. However, in instances in which we have no such material confidential information, you agree that we can represent other clients in legal matters, even those potentially or actually adverse to you or any of your affiliates, without your further consent.

For the avoidance of any doubt, you accept that we may now and in the future represent other clients and you agree to

waive any conflict of interest that may arise, where the other client is or may be a creditor, debtor or other participant in any financial restructuring, insolvency or bankruptcy matter in which you or your affiliates may be a creditor, debtor or possible source of funding.

In addition, you agree that we may now and in the future represent you and other clients on a non-exclusive basis in the following scenarios, and you agree to waive any conflict of interest that may arise:

- (a) where the other client and you are both stakeholders in a financial restructuring, insolvency or bankruptcy matter. We shall not divulge to our other clients your identity or information that is confidential to you without your consent and you will not require us to disclose to you the identity of our other clients or information that is confidential to them, without their consent. In the event that your interests diverge from, or conflict with, the interests of another stakeholder we are representing in such a matter, we reserve the right to cease acting for you and/or for one or more of our other creditor clients and continue acting for others at our discretion; or
- (b) where the other client and you are competing bidders in an auction scenario or other opportunity to buy or invest in certain assets where ultimately only one bidder will be successful, we shall accept such instructions on the basis that reasonable and appropriate information barriers are established to keep each representation and client confidential information segregated between relevant Maples and Calder Entities and/or attorney/staff teams. You accept that the identity of other bidders and their confidential information which may be of interest to you in these circumstances will not be disclosed to you.

In order to minimise the likelihood of a conflict arising, you must notify us as soon as you become aware of a potential conflict, or situation that may give rise to a conflict. You also agree to inform us promptly if you use or trade under any name other than the name by which we refer to you in the Letter.

**Data protection.** Where we obtain any information which constitutes 'personal data' as defined in Article 4(1) of Regulation (EU) 2016/679 of 27 April 2016 ("**GDPR**") in connection with the legal services we provide (and more generally through our relationship with you), we act as a 'controller' (as defined in Article 4(7) of GDPR) in respect of such information. You acknowledge that we may process such information in accordance with: (i) data protection laws applicable to us (including GDPR); and (ii) our privacy notice which is available [www.maples.com/privacy](http://www.maples.com/privacy) or on request.

**Confidentiality.** It is agreed between you and us ((each a "**Party**" and together, the "**Parties**") that neither Party shall, at any time, disclose to any other person, and such Party shall treat as confidential, any information relating to the business, finances or other matters of the other Party, which such Party has obtained as a result of its relationship with the other Party under these Terms, save where such information is or was:

- (a) already known to the recipient from a source other than the other Party without any obligation of confidentiality;
- (b) in the public domain or becomes public knowledge otherwise than as a result of the unauthorised or improper conduct of the disclosing Party;

- (c) disclosed as required by any law or order of any court, tribunal or judicial equivalent, or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank, governmental, enforcement, supervisory or other regulatory agency or taxation authority (provided that, if legally permissible, the disclosing Party will promptly inform the other Party prior to disclosing any such information);
- (d) disclosed for legitimate business purposes to affiliates, professional advisors, service providers or agents, engaged by one of the Parties and who receive the same under a duty of confidentiality;
- (e) made available by a third party who is/was entitled to divulge such information and who is not under any obligation of confidentiality in respect of such information to the other Party; or
- (f) disclosed with the consent of the other Party.

The Parties shall ensure, and it is deemed to be understood and relied upon, that any confidential information provided to the other Party in relation to any principals, affiliates, shareholders, beneficial owners, authorised persons, directors, officers, employees and agents ("**Subject Persons**") of the disclosing Party is and has been provided with the consent and acceptance of the relevant Subject Persons, which the disclosing Party will be responsible for obtaining.

This "Confidentiality" provision: (a) does not prohibit relevant Maples and Calder Entities and other members of the Maples Group from disclosing confidential information to each other for legitimate business purposes (subject to any such recipients of confidential information keeping it confidential in accordance with these Terms); and (b) shall survive the termination or expiry of our engagement.

In particular and notwithstanding the generality of the foregoing, to the extent that you may receive Irish legal services from our London Branch during the course of this engagement, you hereby acknowledge that the London Branch shares premises and certain human and operational resources such as information technology systems with Maples and Calder London, and you hereby agree that any sharing of your Data and/or other confidential information with Maples and Calder London or any of its directors, officers or employees shall not constitute a breach of this "Confidentiality" provision. We will ensure that Maples and Calder London in turn abides by the terms of the "Confidentiality" provision.

**Council Directive (EU) 2018/822 of 25 May 2018.** We may be obliged to disclose certain matters to the Office of the Revenue Commissioners in Ireland ("**Irish Revenue**") pursuant to certain EU legislation being Council Directive (EU) 2018/822 of 25 May 2018 amending Directive 2011/16/EU on administrative cooperation in the field of taxation in relation to reportable cross-border arrangements (commonly referred to as "**DAC6**") or to notify you or another person as the "relevant taxpayer" to make that disclosure to Irish Revenue. A standard fee of €500 (plus VAT if applicable) will be chargeable in respect of every matter in which a member of our Tax Group is involved in order to form a preliminary assessment as to whether that matter should be disclosed to Irish Revenue or notified to the relevant taxpayer as the case may be. Any additional time whatsoever incurred by our fee earners in this regard beyond that preliminary assessment in relation to DAC6 shall be charged in accordance with the terms of the paragraph headed "Fees" herein.



**Record retention.** We acknowledge that the general correspondence and draft documents on the files we prepare for your matter are your property, although we retain (to the extent applicable) copyright in them, but all memoranda, internal communications and attendance notes will remain our property. Subject to payment of our fees and disbursements we agree you will be entitled to receive such correspondence and documents but you agree that we may invoice you at our standard rates for preparing files for delivery and delivering them to you and for taking copies for our use and retention. This does not affect the statutory right of access you have under the data protection law in respect of files and documents which constitute your own personal data.

You further acknowledge and agree that we are entitled to retain any files including any electronic copies to comply with our legal, regulatory and professional obligations including without limitation solicitors' regulations and we may be obliged by law to disclose the contents of same.

**Documentation held in safekeeping and destruction.** All documents (including original documents) that we hold or are requested to hold for you in safekeeping will be held by us at your risk and we accept no responsibility or liability whatsoever or howsoever arising in relation to the storage or destruction or loss of any such documents. We recommend that you retain a copy of all such documents for your own reference.

After the conclusion or termination of our engagement on any matter, we will keep (or store with a third party) all relevant documents generated on the matter, whether held in paper or electronic form. Unless you direct us otherwise in writing you authorise and instruct us to destroy without further reference to you all documents in our possession relating to the matter after the expiration of the relevant prescribed time period in accordance with all statutory and Law Society of Ireland requirements.

**Intake procedures/anti-money laundering.** Our engagement is subject to these Terms and effective upon completion of our normal intake procedures, including but not limited to receipt of any monies on account requested by us and completion of a check for potential conflicts of interest. You represent that you have disclosed and promptly will disclose to us all persons and entities who may have an interest in this matter so that we may avoid any conflict of interest. Further, we may require certain information from you and/or your Subject Persons in order to comply with our obligations under applicable anti-money laundering regulations and legislation and our internal policies and you undertake to provide us promptly with true and accurate copies of all such information following our written request for same. If such information is not received by us in a format that is satisfactory to us, we may cease acting for you. We may also be obliged to report to the Gardaí and Revenue Commissioners if we become aware of certain suspicious transactions.

**Anti-bribery/corruption.** We have policies and procedures in place relating to bribery and corruption. We will not on your behalf as part of our engagement (or otherwise): (a) make any payment, offer or promise to pay money or anything of value to any public official for the purpose of influencing the act or decision of, or for securing an improper advantage from, such public official; (b) make any payment, offer or promise to pay money or anything of value to any other person or entity if such payment, offer or promise is made for the purpose of influencing or securing any improper advantage; or (c) undertake any activities which will result in a contravention of the Prevention of Corruption Acts 1889 to 2010 or any other anti-bribery or anti-corruption legislation applicable to us.

**Electronic communication.** We may communicate with you electronically, including but not limited to by email. Electronic communication is not secure and can be subject to possible delay, data corruption, interception, amendment or loss. You are deemed to accept these risks if you communicate with us electronically and we shall not be responsible for the unauthorised interception, redirection, copying or reading of electronic communications including any attachments, nor shall we be responsible for the effect on any computer system of any electronic communications, attachments or viruses which may be transmitted by this means. If we receive a request from you by electronic communication we will treat that as authority to reply electronically. As some forms of electronic communication (excluding any formal advice given by email) are informal (such as text messaging), you should not rely on any advice sent by such methods without first obtaining written confirmation of it by letter or email.

We may monitor all electronic communications sent to or from us for compliance with our internal policies and to protect our business. Anything sent by electronic communication which does not relate to the official business of the Maples Group is neither given nor endorsed by Maples Ireland or any other Maples and Calder Entity or any other member of the Maples Group. The terms of this clause will continue in force beyond the termination or expiry of our engagement.

**Barristers' and foreign lawyers' opinions.** If we instruct external barristers or foreign lawyers on your behalf to provide a legal opinion you agree that we have the right to store a copy (in hard copy and/or electronic form) of that opinion without time limit in such a way that it is accessible within the firm for the purpose of reference and legal research. If we store the opinion we will ensure that only Maples Persons (as defined in the "Standard of care and liability" provision below) will be able to access it.

**No guarantee of success.** It is impossible to provide any promise or guarantee about the outcome of your matters. Nothing in the Letter or these Terms or any statements by our staff or lawyers constitutes a promise or guarantee. Any comments about the outcome of your matter are expressions of opinion only.

**Our advice.** The expression "non legal matter" when used in this provision and in the "Standard of Care and Liability" provision below includes, without prejudice to the generality of the foregoing, advice as to accounting, auditing, underwriting or insurance practice, management, valuation, whether in regard to real estate or otherwise, marketing, auctioneering, estate agency, business, commerce, banking, finance or investment.

As Irish lawyers we only advise on the laws of Ireland and the terms upon which we give that advice are set out herein. No opinion, suggestion or comment written or oral given by us in relation to the laws of any jurisdiction other than Ireland or in relation to any non legal matter may be relied upon by you. In particular, and for the avoidance of any doubt, we do not practise and are not qualified to advise on the laws of England and Wales. The provision of legal services in relation to the laws of the British Virgin Islands, Cayman Islands, Jersey and Luxembourg can be obtained from another Maples and Calder Entity at your request.

We rely on the strict understanding that you have obtained, or will obtain, proper professional advice as to the laws of every relevant jurisdiction other than Ireland and as to all non legal matters which may arise within or without Ireland and will act at all times in accordance therewith. It is your exclusive responsibility to determine when advice as to the laws of any

jurisdiction other than Ireland or as to any non legal matter is prudent or required, and to obtain that advice.

If advice is requested from another Maples and Calder Entity, we will facilitate the instruction of that other Maples and Calder Entity by you. We also reserve the right to engage on your behalf another Maples and Calder Entity if required for particular advice and instruct them as your agent on similar terms as these Terms on notice to you. In those circumstances, unless otherwise agreed, the usual terms of engagement of the relevant Maples and Calder Entity will apply to the engagement (copies of which terms are available for review at [www.maples.com/terms](http://www.maples.com/terms)). If another Maples and Calder Entity is so instructed by us as your agent, you will have a separate legal relationship with that Maples and Calder Entity for its services in respect of its provision of legal advice although we may include its legal fees as a disbursement in our invoices for your convenience unless you ask us otherwise. You will not be a client of any other Maples and Calder Entity unless we so engage that entity on your behalf as described in this paragraph or unless you engage that entity directly. In the absence of any other agreed arrangements, work carried out by other Maples and Calder Entities will be charged at their usual rates, details of which are available on request.

The determination and the consequences of any commercial decision or course of action related to our legal advice are matters entirely to be determined by you. If you do not follow our advice we reserve the right, depending upon the particular circumstances, to determine not to act further for you in relation to the particular matter. If we nevertheless continue to act for you no consent to, or approval of, the course of action determined by you shall or may be implied on our behalf.

Our advice will depend on the particular circumstances specific to the matter for which we are engaged and we are not responsible for its use for a different purpose or in a different context. In relation to a particular transaction, specific advice on that transaction should always be sought and all material information provided to us. Our advice is confidential and is given solely for you to rely on. We accept no responsibility to any third party who seeks to rely upon such advice without our prior written consent being given.

Our advice will be solely contained in our final written documentation. Do not rely on any draft documentation that we provide as this will not constitute our definitive opinion.

A number of our lawyers speak more than one language and, where appropriate and if so requested by you, may communicate with you in the relevant language. However, we accept no responsibility or liability for any reliance placed by you on our use of a language other than English in any oral or written communication.

**Changes in the law.** Our advice is given on the basis of the laws in force in Ireland at the date of that advice. Unless you expressly instruct us in writing to do so we are under no obligation to advise, and accept no responsibility whatsoever for advising, in relation to subsequent changes in the laws of Ireland and the effect, if any, on you. It is possible that changes may occur in the law and its interpretation before our advice is acted upon. We accept no responsibility for any changes in the law or its interpretation that occur subsequent to our advice being delivered to you.

**No independent investigation.** Our responsibility is limited to responding to specific instructions received from you, or on your behalf from your professional advisers or agents, and we are under no obligation to investigate or verify independently the accuracy or completeness of such instructions. If we are obliged to make any assumptions as to matters of fact, or the laws of any jurisdiction other than

Ireland, we may rely entirely upon those assumptions without independent verification.

**Standard of care and liability.** Maples Ireland is separate and distinct from its partners, managers, employees and consultants from time to time. Maples Ireland will be providing legal services to you under the Letter and these Terms and will be solely responsible for the services and no other Maples and Calder Entity or any other member of the Maples Group and no shareholder, member, director, partner, manager, employee or consultant of Maples Ireland, any other Maples and Calder Entity, or any other member of the Maples Group (each of the foregoing a "**Maples Person**") shall have any liability of any sort whatsoever or howsoever arising from our engagement. To the fullest extent that such agreement is enforceable, you agree that there is no assumption of a duty of care to you by any Maples Person and you may not bring any claim against any Maples Person in relation to the services provided by Maples Ireland.

Subject to these Terms, we shall procure that the standard of care which shall be exercised (to the exclusion of all other standards implied by law or otherwise, if any, to the utmost extent permitted by law) shall be that of a reasonably competent Irish lawyer practising in Ireland at the relevant time, and any arbitrator appointed pursuant to the "Arbitration and Waiver of Legal Proceedings" provision below shall have regard only to such standard.

In circumstances where, because of urgency or otherwise, we are not given specific and comprehensive written instructions or adequate time properly to consider the matter prior to giving our advice, we proceed only on the understanding that you recognise and agree that the standard of care which we are obliged to exercise to you shall be only that which is reasonable and appropriate to such circumstances.

We accept no responsibility or liability for any alleged error or omission in our advice save in respect of a final determination of professional negligence, applying the standard of care referred to above, and made against us in an arbitration brought pursuant to the "Arbitration and Waiver of Legal Proceedings" provision below or (subject to the "Arbitration and Waiver of Legal Proceedings" provision below) made by an Irish court. Without prejudice to the generality of the foregoing we do not accept responsibility for:

- (a) advice you receive from any other professional adviser in relation to a non legal matter, the laws of any other jurisdiction or your failure to obtain that advice or to obtain that advice to a proper standard;
- (b) any loss or damage or costs or expenses that you may suffer or incur as a result of the inaccuracy or incomplete nature of instructions that you give us or that are purportedly given by or on your behalf, or in the documentation that we receive for review or as a result of any other professional adviser or agent failing properly, completely and promptly to convey our advice to you or for any dishonest, deliberate or reckless misstatements, concealment or other conduct on the part of any other person;
- (c) any loss or damage that you may suffer as a result of you, or your professional advisers or agents, failing promptly to respond to or act in accordance with advice given by us;
- (d) the loss or delay in the mail, or in the case of a fax or email or other electronic communication, the failure of or a delay in transmission, of any advice, letter, electronic communication or document sent

to or received by us for the purpose of sending on to you.

- (e) the acts or omissions of any third party we may instruct on your behalf; or
- (f) the default, bankruptcy or liquidation of any financial institution with whom we deposit money on your behalf.

Our aggregate liability in contract and in tort (including professional negligence) or under statute or otherwise, for any loss, liability or damage suffered by you or any other person that may arise from or in connection with our engagement (including in respect of any omission) shall be limited to a maximum of €5 million or, in the case of matters in respect of which we have agreed that our fees will be fixed or capped, an amount not exceeding five times the aggregate professional fees paid to us (excluding VAT) subject always to a minimum amount of €1.5 million (the "**Fixed Fee Cap**"). If we act for multiple clients under the same engagement, a single liability cap of €5 million or the Fixed Fee Cap (if applicable) in the aggregate will apply to be shared by all of the clients that engaged us. For the avoidance of doubt, the Fixed Fee Cap shall never exceed €5 million. Nothing in these Terms shall limit our liability to you for fraud or to the extent that under any applicable law or regulation liability may not be so limited.

**Force majeure.** We shall not be held liable for any delay or failure to fulfil our obligations to you as a result of causes beyond our reasonable control. Such causes include, but are not limited to, fire, floods, hurricanes, tropical storms, typhoons, acts of god, pandemics, acts and regulations of any governmental or supranational authority, wars, riots, strikes, lock-outs and industrial disputes.

**Obligations to us.** If any losses are incurred by us, or any claims are made by a third party against us, as a result of your failure, act or omission and due to no fault of ours, we reserve the right to recover the full amount of any subsequent losses from you.

In certain situations, there may be a risk that we will be prejudiced as a result of your arrangements with other advisers to limit their liability to you. This might arise because we are one of several firms of professional advisers advising you and you have agreed a limitation of liability with one or more of your other advisers or you are unable to recover from that adviser (e.g. because of that advisor's insolvency). If this occurs in circumstances where we would otherwise be liable in conjunction with any other advisers for a claim, you agree that our position will not be adversely affected by the limitation of that other adviser's potential liability or your inability to recover from such advisor, and our liability will not increase beyond what it would have been had such adviser paid in full. Our liability shall therefore always be limited to the share of loss actually attributable to us on the assumption that all other advisers pay the share of loss attributable to them (whether or not they do).

**Miscellaneous.** The Letter and these Terms and any dispute, claim, suit, action, or proceeding of whatever nature arising out of or in any way related to them or their formation (including any non-contractual disputes or claims) are governed by and construed in accordance with Irish law. Subject to the "Arbitration and Waiver of Legal Proceedings" provision below and the final sentence of this paragraph by instructing us you irrevocably agree to submit to the exclusive jurisdiction of the courts of Ireland to hear and determine any claim, suit, action or proceeding, and to settle any disputes which may arise out of or are in any way related to or in connection with the Letter or these Terms or the advice that we give and, for such purposes, you irrevocably submit to the exclusive jurisdiction of such courts. It is agreed that,

notwithstanding the foregoing, we may, at our absolute discretion, commence debt recovery claims and actions against you in your jurisdiction of residence for any invoices that you fail to pay within the agreed payment period following repeated requests.

In the event of any dispute, the prevailing party shall be entitled to legal fees, expenses of litigation and/or arbitration (including expert witnesses) and costs, both in connection with obtaining and collecting any judgment and/or arbitration award, in addition to any other relief to which that party may be entitled.

We are not advising you with respect to the Letter and these Terms because we would have a conflict of interest in doing so. If you wish to receive such advice, you should consult independent legal advisors of your choice.

For the purposes of these Terms, references to any law or regulation or any provisions thereof shall be construed as references to such law, regulation or provisions as amended, modified, re-enacted or replaced from time to time.

**Waiver.** Any delay in enforcing the Letter or these Terms will not affect or restrict any of the rights and powers arising hereunder. We will only be taken to have released our rights under the Letter or these Terms if we have confirmed such release in writing to you.

**Arbitration and waiver of legal proceedings.** To the extent permitted by law all claims, disputes and controversies arising out of or in connection with our engagement (including, without limitation, claims of professional negligence) may, at Maples and Calder's option, be subject to binding arbitration to be held in Dublin before an arbitrator to be agreed upon by you and us or in the absence of such agreement to be appointed by the president for the time being of the Law Society of Ireland provided always that these provisions shall apply also to the appointment (whether by agreement or otherwise) of a replacement arbitrator where the original arbitrator (or any replacement) has either been removed by order of the High Court, or refuses to act, or is incapable of acting or dies. Such arbitration is to take place in accordance with the arbitration rules of the Chartered Institute of Arbitrators – Irish branch and the arbitrator's award shall be final and binding on both parties. If court action (including any kind of claim, suit or proceeding) has been initiated by you against us at or prior to the time we elect to refer the issue to arbitration as provided for under these Terms, then it is agreed that such action shall be discontinued, unless any arbitrator appointed determines that we have waived the right to such a discontinuance by participating in the action without having raised, reserved or asserted our rights under this provision.