MAYER | BROWN

November 2026

International Terms of Business

A. General Terms

Introduction

Mayer Brown is a global services provider comprising associated legal practices that are separate entities, including Mayer Brown LLP (Illinois, USA), Mayer Brown International LLP (England & Wales), Mayer Brown Hong Kong LLP (a Hong Kong limited liability partnership) ("**Mayer Brown HK**") and Tauil & Chequer Advogados (a Brazilian law partnership) (collectively, the "**Mayer Brown Practices**"). The Mayer Brown Practices are established in various jurisdictions and may be a legal person or a partnership. PK Wong LLC ("**PKW**") is the constituent Singapore law practice of our licensed joint law venture in Singapore, Mayer Brown PK Wong Pte. Ltd. Details of the individual Mayer Brown Practices and PKW can be found in the Legal Notices section of our website.

These international terms (the **"International Terms")** are the general terms that govern the relationship between each or any Mayer Brown Practice and you. Additional terms may apply to the services provided by specific Mayer Brown Practices in a Particular Matter (as defined below). In these International Terms, "**we**" or "**us**" means the Mayer Brown Practice providing you with services in any specific matter and "**you**" means the person or entity to whom we provide our services.

When you instruct or engage any Mayer Brown Practice on a new matter (**"Particular Matter"**), we will normally confirm your instructions or engagement in writing (an **"Engagement Letter")**. These International Terms and the Engagement Letter (which may include additional terms relating to a Particular Matter), if any, together form the contract (the **"Engagement Contract")** between you and the Mayer Brown Practice specified in the Engagement Letter (the "**Principal Mayer Brown Practice**"). A Mayer Brown Practice may, as agent on your behalf, engage another Mayer Brown Practice to work alongside it on a Particular Matter, if appropriate. In that case, the applicable terms specified in part B of these International Terms will also govern your relationship with that other Mayer Brown Practice.

A Mayer Brown Practice may, as agent on your behalf, engage PKW to work alongside us on a matter if appropriate on its standard terms of engagement, a copy of which will be supplied to you on request. In any event, paragraphs A.9.5 (*Conflicts of interest – Advance waiver*) and A.9.6 (*Conflicts of interest and confidentiality*) will apply equally to PKW and matters undertaken by it.

You are only a client of a Mayer Brown Practice in a Particular Matter if that Mayer Brown Practice is providing services to you in such Particular Matter, and no Mayer Brown Practice will have liability in Particular Matters where it is not providing services.

If you have your own outside counsel guidelines, billing guidelines, or other terms (collectively "**Guidelines**"), those Guidelines will only apply if and only to the extent that a partner of a Mayer Brown Practice expressly agrees to them on our behalf in writing; for these purposes, accepting Guidelines through an e-billing system as a condition of submitting a bill will not constitute agreement to those Guidelines.

Each Mayer Brown Practice will apply the applicable professional conduct rules for its local jurisdiction in the Particular Matters for which it is engaged.

A.1 Our services

A.1.1 Scope of our services

The scope of our services in a Particular Matter will be limited to those described in the related Engagement Letter and to any additional tasks in such Particular Matter that we accept in writing.

You will provide all relevant information promptly to enable us to provide the services.

We will not advise on the tax or insurance implications (including coverage) of any Particular Matter or course of action in any Particular Matter or provide notices to insurers or re-insurers unless (and then only to the extent) agreed in writing. We are not responsible for checking formulas nor for the accuracy of figures that are provided to us by you or a third party.

Our services in a transaction are limited to advising on legal issues arising in the negotiation, documentation and closing of the transaction and do not include giving you financial or business advice as to the merits of the transaction.

A.1.2 Completion of a Particular Matter

Upon completion of our work on a Particular Matter, we will not update you on legal developments related to such Particular Matter unless we have agreed to do so in our Engagement Letter.

A.1.3 Authority to instruct us and receive advice

Where our client is an entity, we will assume that any of its personnel who gives instructions to us has authority to do so and to receive advice on behalf of the entity, unless you tell us otherwise in writing.

A.1.4 Joint ventures, partnerships, trade associations, etc.

If you are a trade association, partnership, joint venture or similar joint entity only that entity will be our client and, unless otherwise agreed in writing, we will only represent it and not its individual members, partners or venturers.

A.1.5 Affiliates

We only represent the entity named in the Engagement Letter and not its stockholders or other Affiliates (as defined in paragraph A.18 (*Definitions*)) and therefore we are able to represent another client with interests adverse to your stockholders or other Affiliates without obtaining consent from you. Even if you choose to give us confidential information about any Affiliate, this will not of itself create a lawyer-client relationship between the Affiliate and any Mayer Brown Practice.

A.1.6 Liability in respect of other parties

Where we instruct another party on your behalf (for example, a barrister, local counsel, expert or co-counsel) we will not be liable for the services provided by that other party.

A.1.7 Binding Arbitration

Binding arbitration will apply to disputes arising from or in connection with an Engagement Contract where the Principal Mayer Brown Practice is the US LLP, a UAE office, Tauil & Chequer or the Hong Kong or Singapore offices. Please refer to the separate arbitration provisions included in Part C of these International Terms for each applicable Mayer Brown Practice. Binding arbitration will not apply to disputes arising from or in connection with an Engagement Contract where any other Mayer Brown Practice is the Principal Mayer Brown Practice.

A.2 Charges

A.2.1 Your agreement to pay

You will pay the fees and other charges billed by the Principal Mayer Brown Practice and, where appropriate, any other Mayer Brown Practice. Unless otherwise agreed in writing, you are required to pay such fees and charges whether or not a Particular Matter proceeds to closing or is otherwise concluded in the ordinary course.

A.2.2 Professional fees

Unless otherwise agreed in writing, our fees will be based principally on the time we spend on your matter. From time to time, we review our hourly rates and we will notify you in writing of any increase in rates that (unless otherwise agreed in writing) will be applicable to the Particular Matter. Subject to paragraph B.1.4 (*Contract lawyers or paraprofessionals*) (in the case of the US offices), if contract lawyers or paraprofessionals are assigned to work on any Particular Matter, whether or not they are employed through an independent agency, the Mayer Brown Practice will charge you hourly rates based upon its

then hourly rates for Mayer Brown lawyers and paraprofessionals with similar experience and qualifications.

After consultation, our fees may additionally take account of other factors including the complexity or urgency of the matter, the specialized knowledge and skill required and, if appropriate, the value of the property or subject matter involved and overall outcome.

Applicable sales or service taxes will be added to your bill where appropriate.

Without limiting any other provision in this paragraph A.2.2, you will pay us at our hourly rates (as adjusted from time to time) for activities incidental to our representation of you, whether during or after the termination of the lawyer-client relationship. This includes, but is not limited to, our time spent responding to subpoenas, searching for and producing documents, preparing for testimony and testifying, and otherwise dealing with your requests or third party claims or actions relating to a matter we are handling or have handled for you. You will also pay or reimburse us for all reasonable expenses and other charges in connection with such incidental activities, including, but not limited to, the fees of outside counsel that we retain.

A.2.3 Estimate of fees

An estimate is our indication of our likely charges for a Particular Matter and is based on the information known at the time the estimate is given. Unless we agree otherwise in writing, any estimate does not amount to a promise or agreement that we will perform our services within a fixed time or for a fixed or capped fee. An estimate is subject to revision and is not binding on us.

A.2.4 Fixed fees

A fixed fee is an agreement by us in writing to render services in a Particular Matter for a stated fee. Unless otherwise agreed in writing, if we agree to a fixed fee and undertake work outside the agreed scope of the Particular Matter, we will charge for the additional work on the basis referred to in paragraph A.2.2 (*Professional fees*). A fixed fee is premised upon our receipt of timely and complete instructions from you.

A.2.5 Expenses

Unless we agree otherwise, we will instruct third parties that we engage on your behalf to seek payment from you directly and we will have no liability for amounts owing to the third party from you. If we incur or pay certain expenses on your behalf in connection with an Engagement Contract, including but not limited to third party fees, court fees, stamp duty, registration or search fees, they will be payable by you as a charge in addition to our fees and other non-fee charges in each Particular Matter and, unless we agree otherwise, you will provide us with funds in advance to pay those expenses. Non-fee charges may include photocopying, telephone charges and other charges notified by the Mayer Brown Practice. Additional sales or service taxes may be payable by you on some of these expenses.

A.3 Billing arrangements and settlement of our accounts

A.3.1 Our bills

We may send you bills at monthly or other intervals while your Particular Matter is in progress and in any event upon completion of the Particular Matter.

A.3.2 Payment of full amount

Our bills must be paid without any deduction or withholding on account of taxes or charges of any nature. If a deduction or withholding is required by law you must pay such additional amount as is necessary so that we receive the full amount of our bill. We also may issue a bill in which our fees are grossed up to account for such deduction or withholding.

A.3.3 Interest

Our bills are payable upon receipt. We may charge interest on any amount outstanding for 30 days from the due date for payment until the bill is paid in full at a rate per annum equal to the lesser of (a) four percent plus the most currently available US Government 10 year yield as quoted in the Financial Times (such yield to start on the due date for payment and adjusted every 30 days thereafter based on the then most current quote of yield) and (b) if limited by the law of the jurisdiction of the Mayer Brown Practice that issued the bill, the highest rate in effect (calculated in the manner prescribed by such law) for late payments in commercial transactions.

A.3.4 Charges of other Relevant Practices

A Mayer Brown Practice may engage another Mayer Brown Practice or PKW (each a "**Relevant Practice**") on your behalf. If so, each Relevant Practice may issue separate bills or the fees and expenses of other Relevant Practices may be included in a bill issued by the Principal Mayer Brown Practice. Such fees and expenses may be expressed as a separate disbursement to meet local requirements.

A.3.5 Liability for our fees

If we agree to accept payment of our fees and expenses from a third party you will remain liable to us for them in the event of non-payment. We may disclose to the third party information reasonably necessary to collect payment.

A.4 File and information management

A.4.1 Format and retention of files

We keep our files partly in paper form and partly in electronic form.

Unless otherwise agreed in writing, once the Particular Matter is closed we will retain the related files in accordance with applicable professional conduct rules and our then-effective records retention policy. At the end of the retention period we may dispose of the files without notice to you. We will not destroy original signed documents we have agreed in writing to deposit in safe custody or documents we are required to retain as a matter of law or by our regulators.

A.4.2 Client File

Upon the written request of an authorized client representative, we will deliver the client file for any Particular Matter to you, consisting of the following items: materials provided by you to us; final correspondence and emails sent to you and third parties; deposition or hearing transcripts and exhibits; executed agreements relating to the Particular Matter and other items included in the final closing set; final legal analyses provided to you during the Particular Matter; and any other documents you request that are necessary to allow continued representation of you in the Particular Matter. Certain of the foregoing items may be excluded from the client file if not required to be delivered to you by the applicable professional conduct rules for the relevant Mayer Brown Practice.

A.4.3 Costs of retrieval of files and documents from storage

If, after a Particular Matter is closed, you ask us to retrieve the client file, we will do so without passing on the direct cost of retrieval. However, we may charge you for time spent in complying with your request and answering any inquiries from you. We may also charge for delivery to you of any materials.

A.4.4 Copyright

Unless otherwise agreed in writing, the copyright in the original materials we produce for you belongs to us. The fees you pay for our work, however, permit you to make use of such materials for the purpose for which they are created.

A.5 Termination

A.5.1 Your right to terminate

You may terminate our acting for you in any Particular Matter at any time by giving us notice in writing.

A.5.2 Our right to terminate

Subject to any limitations in applicable professional conduct rules, we may terminate acting for you in any Particular Matter at any time by giving you notice in writing.

A.5.3 Payment of fees and expenses on termination

You must pay our outstanding fees and expenses (including those accrued but not yet billed) if you or we terminate our Engagement Contract in connection with a Particular Matter.

A.5.4 Timing of termination of an engagement

Unless otherwise agreed in writing, an Engagement Contract in connection with a Particular Matter will come to an end or be deemed to have come to an end at the completion of our legal work in the Particular Matter or, if earlier, 12 months after the relevant Mayer Brown Practice last rendered any billable services to you on the Particular Matter. The lawyer-client relationship between you and the relevant Mayer Brown Practice will terminate at that point unless the relevant Mayer Brown Practice is providing other services under an Engagement Contract in another Particular Matter that has not then terminated or been deemed to have

been terminated. Even if we inform you of developments in the law by newsletters or similar alerts, or we or persons associated with us are named as (or become) a recipient of a notice on your behalf, this will not create or revive any lawyer-client relationship.

In some Mayer Brown Practices, we may maintain a system to calendar due dates for the payment of maintenance and/or annuity fees relating to, or the renewal dates for the preservation of certain legal rights attaching to, intellectual property. In connection with this system, we may notify the person or entity listed in our records as the holder of such rights of the necessity of paying maintenance and/or annuity fees or obtaining a renewal in order to preserve such rights. Neither the maintenance of such system nor any such notification or renewal will constitute the provision of services for the purposes of determining whether there is a continuing lawyer-client relationship.

A.6 Communication

A.6.1 Use of email

We may communicate with you by email unless you ask us not to.

We prefer to encrypt email that we send to you (whether it contains confidential information or not), provided we are able to implement mutually acceptable encryption standards and protocols.

You are responsible for protecting your system from viruses and any other harmful codes or devices. We try to eliminate them from email and attachments but we do not accept liability for any that remain.

We may monitor or access any or all email sent to us. In addition, we scan incoming email for spam, viruses and other undesirable material, which may mean that email communications do not reach the intended recipient. Therefore, you should always follow up each important email by contacting the person to whom it has been sent.

A.6.2 Marketing materials

We may from time to time provide you with details relating to the Mayer Brown Practices and the services we provide, including updates on legal developments. If at any time you do not wish to receive that information, please notify us in writing. Our provision of such materials does not in itself create a client relationship between you and us.

A.7 Money laundering and other notifications to authorities

A.7.1 Notifications to regulators

In many jurisdictions in which we operate, we are required by law or regulators to put in place procedures to prevent money laundering. If we know or suspect that a matter or transaction involves money laundering we may, in accordance with our statutory obligations and those procedures, be required to make a notification of our knowledge or suspicion to the relevant regulatory authorities.

When required by rules, regulations or best practices, we may also disclose certain types of activities undertaken for clients, such as lobbying.

A.7.2 Mandatory tax reporting

In certain jurisdictions, rules or regulations require taxpayers engaging in certain types of transactions to disclose their participation in such transactions to the tax authorities, and in some cases we are also required to report transactions to the tax authorities (or disclose information to other service providers connected with the matter). In some circumstances, we may be obliged to maintain a list of and notify the tax authorities (notwithstanding any otherwise applicable duty of confidentiality) of the names of investors and other details. Depending on the circumstances, we may be unable to seek your consent or inform you that we have made such notifications.

We will be entitled to charge for any work required to determine whether any transaction or arrangement is reportable. You will instruct any other service providers connected with the matter to provide us with copies of any reports they make under such laws.

A.7.3 Liability

We do not accept any liability for any loss or damage you or anyone else suffers by any actions we take, or any delay or failure or refusal to act, if done or made in good faith to comply with any anti-money laundering or sanctions law or regulation of any jurisdiction. We may delay or refuse to make any payment or transfer of monies or refuse instructions relating to the same, or to any Particular Matter, if we determine appropriate so as to comply with any anti-money laundering or sanctions law or regulation or related investigation. We do not accept any liability for any loss or damage you or anyone else suffers by actions taken by any financial institution with which we deal.

A.7.4 Client due diligence requirements

Applicable anti-money laundering and other similar legislation and requirements and our internal procedures may require us to identify and verify the identity of our clients and in some cases also their beneficial owners, and to conduct other background checks. We may be required to retain and update our records of the information obtained. We may also be required to make detailed inquiries as to a number of matters, including as to the source of funds being used in Particular Matters on which we advise and the beneficial owner(s) of them. We refer to these requirements as the **"CDD Requirements"**.

Where possible, we try to meet the CDD Requirements using information from public sources and/or by electronic verification. However, we may need to ask you for (and retain) documents and other information for this purpose. We may provide copies of this information to any other adviser engaged on your behalf for their use in meeting similar requirements imposed on them, or to our bank in connection with its CDD Requirements for the operation of our client trust accounts.

We may delay commencing work, decline to act or (if appropriate) cease to act if the CDD Requirements are not met to our satisfaction and within a reasonable period of time.

We may charge you in the normal way for work that we have to do and for expenses incurred for the purpose of meeting the CDD Requirements.

A.7.5 Receipt of funds and use of client accounts

We do not accept cash without prior agreement.

We do not routinely accept transaction or settlement funds on behalf of our clients. You must obtain our written permission, to be exercised in our own sole discretion, prior to transferring transaction or settlement funds to us. We may retain or return unexpected or unidentified receipts pending further investigation. We also may charge for any checks we deem necessary regarding the source of funds and the beneficial owners to meet the CDD Requirements.

If we have agreed to provide client account facilities to receive, hold and transfer funds in connection with a Particular Matter, such use is at your own risk. We do not accept liability for any loss or damage you suffer if any bank that we use collapses, or for reasons outside of our control is otherwise unable to transact business or transfer funds in a timely manner or at all.

A.8 No third party reliance

Our services are provided for your benefit alone and solely for the purposes of the Particular Matter to which they relate. Unless otherwise agreed in writing, our work may not be used or relied on by any third party, even if such third party may have agreed to pay our bill.

A.9 Confidentiality, disclosure and conflicts

A.9.1 Confidentiality and disclosure

We owe you a duty of confidentiality in respect of information relating to you that we obtain while dealing with your Particular Matters. We will not disclose such information except as specifically provided in these International Terms or as required or permitted by the applicable professional conduct rules. We owe the same duty of confidentiality to all our clients. Accordingly, if at any time we possess information in respect of which we owe a duty of confidentiality to a former or another current client, we will not be required to disclose such information to you nor use it on your behalf even though the information may be material to your Particular Matter.

A.9.2 Disclosure to certain third parties

Our duty to keep confidential information relating to you or your Particular Matter on which we are acting, or have acted, for you is subject to any disclosures we consider in good faith we are required to make to any police, governmental, regulatory or supervisory authority under any statutory or regulatory obligations (including those described in paragraph A.7 (*Money laundering and other notifications to authorities*)) or in accordance with any internal procedures that we have put in place to meet those obligations.

We may, when required by our insurers, auditors or other professional advisers (including independent counsel or debt collection agencies) provide to them

information relating to you or details of a Particular Matter or Matters on which we are acting or have acted for you.

A.9.3 Disclosure to other Relevant Practices

We may disclose confidential information relating to you, or Particular Matters, to other Mayer Brown Practices or PKW, all of which are bound by a duty of confidentiality.

A.9.4 Publicity

We may disclose that you are a client and describe in general terms the work we do for you unless you ask us in writing not to do so. However, we will not, without your consent, disclose that we are acting, or have acted, for you on a Particular Matter if the matter remains otherwise confidential.

A.9.5 Conflicts of interest – Advance waiver

We may now or in the future without your consent act for your competitors, adverse parties or our other clients whose interests are or may be opposed to or in conflict with yours or your Affiliates in matters not substantially related to Particular Matters we are handling for you (including in transactions, bankruptcy, insolvency, arbitration, litigation or other forms of dispute resolution). Where we are acting for you on a Particular Matter, however, we will not act for another client on the same matter unless and to the extent that we are permitted to do so by the applicable professional conduct rules.

A.9.6 Conflicts of interest and confidentiality

Subject to the applicable professional conduct rules, where we have information in respect of which we owe you a duty of confidentiality and which is or may be material to a matter on which we are acting for another client, we may act for that other client, provided we put in place arrangements, such as "ethical" or "information" screens, which are reasonably appropriate in the circumstances to ensure that the confidentiality of your information is maintained.

A.9.7 Lawyer investment entities

You should be aware that certain entities owned by our current or former lawyers and senior staff ("**Lawyer Investment Entities**") may hold investments in funds or companies that (a) are affiliated with you, (b) hold, directly or indirectly, investments in your debt or equity securities, or (c) conduct commercial transactions with you (each, a "**Passive Investment**"). The Lawyer Investment Entities have no management or other control rights in such funds or companies. You agree that, subject to the applicable professional rules, we may act for you, notwithstanding any Passive Investment in you or your affiliates, and we may represent you in matters adverse to parties in whom a Lawyer Investment Entity holds a Passive Investment. Our judgment will not be compromised by virtue of any Passive Investment, but if that conclusion changes in relation to any Particular Matter, we will advise you of the risks arising and implement appropriate safeguards.

A.10 Multiple representations

A.10.1 Joint representations

Where we act for you jointly with other clients in a Particular Matter, we may disclose to all the parties we represent any confidential information we obtain from you and the content of our communications with you. To that extent, the advice we give will cease to be privileged as between you and the other clients. Unless otherwise agreed in writing, you will remain jointly and severally liable for our fees even if you have made different arrangements with the other parties. If a conflict arises during the course of a Particular Matter, we may need to cease to act for you unless the conflict can be otherwise resolved. In those circumstances, we may continue to act for some or all of the other clients. Representation of an association, partnership, joint venture or similar joint entity is not a joint representation. Where you and another client or clients jointly instruct us, we will assume that any of you has authority to give instructions on behalf of you unless any of you tell us otherwise in writing.

A.10.2 Representing multiple bidders

If a Particular Matter involves a competitive tender, auction or bidding situation, we may represent other bidders in addition to you, provided we implement internal procedures which are reasonably appropriate to ensure the confidentiality of your information. Lawyers who represented losing bidders may represent the winning bidder once the bid has been awarded, but we will continue to maintain the confidentiality of a losing bidder's information in accordance with the applicable professional conduct rules.

A.11 Data

A.11.1 Use of data

We process data, including personal data, in accordance with the Privacy Notice and the Privacy Policy for California Consumers on our website. We may use cloud computing systems, cognitive technology platforms or third-party technology solutions to support our delivery of services to you and our operational functions, subject to appropriate technological and security protections and in compliance with applicable laws relating to the use of data (including personal data). Data may be shared with other Mayer Brown Practices and third parties in accordance with the Privacy Notice on our website.

In the course of delivering our services to you, we may use legal technology tools, including generative AI tools (**"GAT"**), when those tools reasonably provide us with the ability to protect your confidential and personal information. Such tools may include document comparison, review, drafting and automation tools. In addition, many legal research tools may incorporate AI elements that we cannot deactivate. We have also implemented "closed system" GAT, which means that any data used or produced by the GAT will remain confidential to us and will not be shared with other users.

You should treat transcripts of calls or meetings that are produced by artificial intelligence or other automated technology as unreliable and potentially inaccurate, even if you find them useful. To avoid unnecessary fees, we will not review such transcripts for accuracy and completeness, unless you instruct us to do so (on a chargeable basis). We do not recommend the use of automated technologies to record or transcribe conversations that are intended to be privileged (i.e., conversations between you and a Mayer Brown Practice for the purpose of seeking legal advice), as the use of such technologies may compromise the availability of the privilege. Any transcript of a privileged discussion should be labeled as such and only distributed as necessary.

From time to time, we may use third parties to provide typing, photocopying, printing, data handling and other business support services, such as e-signing platforms, e-billing and matter management platforms and document review platforms, subject to appropriate contractual duties of confidentiality. Where we engage a third party at your request or with your approval, we will not be liable for the third party's handling of your data or the other services provided by it.

A.11.2 Personal data

We share personal data in accordance with the terms of our Privacy Notice and pursuant to appropriate contractual arrangements.

You must make sure that personal data you provide and your instructions to us as regards its use do not breach your obligations under applicable data privacy laws and regulations. If you are providing personal data about individuals, you are responsible for providing any relevant data privacy information to the individuals to whom the data relates.

We are subject to various data protection and data privacy laws in the jurisdictions in which we operate. Further information about your rights under applicable data protection laws may be found in the Privacy Notice on our website. You may contact the Mayer Brown privacy team with any enquiries by emailing privacy@mayerbrown.com.

A.12 No waiver of our privilege

We represent many clients and handle a great number of complex matters. As a result, from time to time, issues may arise that raise questions under the applicable professional conduct rules, including possible disputes with a client and conflicts of interest issues. When such issues arise, we generally seek the advice of our internal counsel (or, if we choose, outside counsel). You agree that we, in our own discretion, may do so. We consider such consultations to be protected from disclosure under the lawyer-client privilege. Our ongoing representation of you will not result in a waiver of any lawyer-client privilege that we may have to protect the confidentiality of our communications with such counsel.

A.13 Force majeure

We will not be liable to you if we are unable to perform our services in a Particular Matter as a result of any cause beyond our reasonable control. If this happens, we will tell you as soon as reasonably practicable.

A.14 Assignment

A.14.1 Permitted assignment

We may assign, or may assign the benefit of, any Engagement Contract to any successor partnership or corporate entity that will carry on the business or any part of the business of the relevant Principal Mayer Brown Practice. You will accept the performance by such assignee of the Engagement Contract in substitution for the Principal Mayer Brown Practice. References in these International Terms and in any relevant Engagement Letter to the Principal Mayer Brown Practice include any such assignee.

A.14.2 Other assignment

Subject to paragraph A.14.1 (*Permitted assignment*), neither you nor we may assign or transfer the benefit or burden of an Engagement Contract, or assign claims or causes of action arising in connection with work undertaken pursuant to an Engagement Contract.

A.14.3 Assignment by other Mayer Brown Practices

References in these International Terms or in any Engagement Letter to another Mayer Brown Practice includes any partnership or corporate entity to or by which all or part of the business of the other Mayer Brown Practice is from time to time transferred or carried on.

A.15 Associated Persons

Unless the Engagement Letter expressly states otherwise, you accept the provisions of the Engagement Contract on your own behalf and as agent for each Associated Person (as defined in paragraph A.18 (*Definitions*)). You confirm that you have, or will have, the authority to retain us on behalf of each Associated Person. You will procure that each Associated Person will act on the basis that they are a party to and are bound by the relevant Engagement Contract. All references in these International Terms (other than in this paragraph A.15) and in the Engagement Letter to "**you**" (and derivatives of it) mean you and each Associated Person.

A.16 Limits on representation

A.16.1 Representing regulated entities

Unless otherwise agreed in writing, when we represent a regulated entity in a Particular Matter, we will not be responsible for advising the regulated entity on compliance with applicable laws and regulations arising out of its legal or regulatory status or the general nature of its business or on its internal governance issues.

A.16.2 Refiling; re-recording

Unless otherwise agreed in writing, we do not undertake responsibility for advising you upon or ensuring compliance with periodic refiling or re-recording requirements.

A.16.3 Beneficial ownership reporting (including under the U.S. Corporate Transparency Act)

Unless agreed in writing, we are not responsible for advising you regarding any obligation you or any Associated Person may have under any applicable law or regulation (including the U.S. Corporate Transparency Act) to report the beneficial ownership of legal entities, nor are we responsible for filing such information on your behalf, even if we have assisted you in forming or registering those legal entities or have otherwise advised you regarding them. If we agree to advise you regarding any reporting obligation or to make any filing on your behalf, we will only be responsible for assisting you with those specific reporting obligations or filings we have identified in writing. We will not be responsible for assisting you with any ongoing or periodic re-filing obligations, even if we become aware of them, unless agreed in writing. If we assist you in preparing or filing any beneficial ownership report, you will ensure that all information you provide us is true, correct and complete, and will notify us immediately if any information you previously provided ceases to be true, correct or complete. Any information you share with us may be kept for our internal onboarding purposes and for use in providing legal services.

A.17 Exclusions and limitations of our liability

A.17.1 No unlawful limitation of liability

Nothing in these International Terms or any Engagement Letter shall exclude, restrict or limit any liability arising from fraud or dishonesty or other liabilities which cannot lawfully be limited or excluded under the applicable professional conduct rules. If any part of an exclusion or limitation of liability clause is found to be void or ineffective, the remaining provisions shall continue to be effective.

A.17.2 Proportional liability

If you suffer loss or damage in respect of which we are liable, you agree that our liability will be limited to a just and equitable proportion of the total loss or damage you suffer having regard to the extent of the responsibility of any other party who may also be liable to you in respect of such loss and damage. Our liability in these circumstances will not be increased because of any actual or potential shortfall in recovery from another party whether due to any exclusion or limitation of liability that you have agreed to with another party, difficulty in enforcement, settlement of claims or any other reason.

A.17.3 Liability Cap

We may, from time to time, if permitted by local laws and the applicable professional conduct rules and if agreed with you, limit our aggregate liability to you for a Particular Matter or Matters to an amount specified in the relevant Engagement Letter or another written agreement (a "**Liability Cap**").

Any Liability Cap will apply on an aggregate basis to all liability (including interest and costs) that we and any other Relevant Practice may have to you and any Associated Person (including third parties when a consent to such third parties is given under paragraph A.8 (*No third party reliance*)) in respect of the relevant Particular Matter or Matters, including for breach of contract and for negligence.

Nothing in these International Terms or any Engagement Letter will operate to limit any Relevant Practice's liability below any minimum level established by its applicable professional conduct rules. The liability of any Relevant Practice whose professional conduct rules prohibit it from limiting its liability will be excluded from the calculation of the Liability Cap.

A.17.4 Time period for claims

Without prejudice to any exclusion or limitation of liability contained in any Engagement Contract, you must bring any claim within 10 years of the commission of the act or omission alleged to give rise to the cause of action or, if earlier, the date on which any limitation period expires under applicable law.

A.18 Definitions

In these International Terms and (where applicable) in an Engagement Letter any reference to a statute or a statutory provision includes any consolidation, re-enactment, modification or replacement of the same from time to time and:

"**Affiliate**" means in relation to an entity any person who or entity that controls or is under common control with or is controlled by that entity.

"**Associated Person**" in a Particular Matter, means (subject to paragraph A.8 (*No third party reliance*)) any Affiliate that is with our agreement in writing a recipient of and entitled to rely on our services in relation to that Particular Matter.

A.19 Inconsistencies

In the event of any inconsistency between an Engagement Letter and these International Terms, the Engagement Letter will prevail.

A.20 Governing law

Each Engagement Contract will, unless otherwise provided in the Engagement Letter or these International Terms, be subject to and governed by the laws of the jurisdiction in which the Principal Mayer Brown Practice for that Engagement Contract has its principal place of business.

A.21 Application of these International Terms and amendments

These International Terms supersede any earlier terms of business to which we may have agreed and, unless otherwise agreed in writing, apply to the services referred to in any Engagement Letter accompanying these terms and all subsequent services we provide to you.

B. Additional Terms

B.1 Additional terms applicable to the US offices of Mayer Brown LLP (the "US LLP") only

B.1.1 Provision for work performed by lawyers resident in our New York office

In the event you have a fee dispute with us in an amount that is between US$1,000 and US$50,000, you may have the right to seek resolution of that dispute in an arbitration under Part 137 of the Rules of the Chief Administrator, New York State Office of Court Administration. For further information about the fee dispute arbitration procedures, please refer to the text of Part 137, available at Chief Admin (#100 to 161) | New York Courts.

B.1.2 Provision for work performed by lawyers resident in our Houston office

NOTICE TO CLIENTS: The State Bar of Texas requires us to inform you that it prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.

B.1.3 Securities and Exchange Commission – Standards of Professional Conduct

Pursuant to Part 205 in Title 17 of the Code of Federal Regulations ("**Standards of Professional Conduct**"), if any lawyer of the US LLP represents you in appearing and practicing before the Securities and Exchange Commission (the "**SEC**"), we may have obligations imposed on us, as further described in the Standards of Professional Conduct. These obligations currently are limited to up-the-ladder reporting within your organization, although some form of reporting to the SEC may be adopted. If any of our lawyers currently represents, or in the future represents, you in appearing and practicing before the SEC, you acknowledge that we are (or will become) subject to the obligations imposed on us by the Standards of Professional Conduct.

B.1.4 Contract lawyers or paraprofessionals

If contract lawyers or paraprofessionals that are engaged in a US office by the US LLP through an independent agency are assigned to work on any Particular Matter, the US LLP will charge you hourly rates based upon the independent agency cost charged to the US LLP plus indirect costs, including those attributable to professional liability insurance, information technology infrastructure and facilities. Indirect costs will vary depending upon whether the contractor is based in an office of the US LLP or at a client or third party site, and will not be expected to exceed US$35 per hour unless you are notified otherwise.

B.1.5 Bankruptcy counsel in US restructuring cases

The provisions of this paragraph B.1.5 will apply if we act as principal or general bankruptcy counsel or special counsel in your restructuring case under chapter 11 of the United States Bankruptcy Code (a "**US Restructuring Case**").

B.1.5.1 Disclosure

Our ongoing representation of you in your US Restructuring Case will be subject to the approval of the court with jurisdiction over your bankruptcy petition. If necessary, we will take steps to prepare the disclosure materials required in connection with our retention as bankruptcy counsel, and will prepare a preliminary draft of a schedule describing our relationships with certain interested parties. These relationships must be disclosed in your application to the court to retain us. If we determine there is a conflict of interest requiring separate conflicts counsel, then you will use separate conflicts counsel for any affected matters.

B.1.5.2 Objections to payments of fees and charges

If you (a) have not objected in writing prior to the payment of an invoice or to a fee and expense application in a court proceeding, (b) have in fact paid such invoice, or (c) have approved such fee and expense application, then you will have waived your right (and the right of any successor entity) to subsequently object to the payment of fees and expenses covered by such invoice or fee application.

B.1.5.3 File retention

Notwithstanding anything to the contrary in the International Terms, any applicable privilege, including any attorney-client and work product privilege or any duty of confidentiality (collectively, the "**Privileges**") belongs to you alone and not to any successor entity including, without limitation, the client after a change in control or other similar restructuring or non-restructuring transaction, or a reorganized entity after the effective date of a plan of reorganization, whether through merger, asset or equity sale, business combination, or otherwise. You waive any right, title, and interest of such successor entity to all information, data, documents, or communications in any format covered by the Privileges that is in our possession (collectively, the "**Firm Materials**"). A successor entity will have no right to claim or waive the Privileges or request the return of any Firm Materials, which will remain in our sole possession and control for our exclusive use. We will take reasonable steps to ensure that the Privileges survive and remain in full force and effect and will assert the Privileges to prevent disclosure of all Firm Materials.

B.2 Additional terms applicable to the European offices only

B.2.1 No claim against individual employees/partners

No individual employee, consultant or partner has a contract with you or owes you a duty of care. Any services performed by an employee, consultant or partner are performed on behalf of the relevant Mayer Brown Practice and that person does not assume any personal responsibility to you or any other party for those services. Accordingly, it is a fundamental provision of these International Terms that you will not bring any claim against any individual employee, consultant or partner, directly or indirectly, in connection with our services.

The foregoing does not limit or exclude the liability of the relevant Mayer Brown Practice for the acts or omissions of any employee, consultant or partner.

B.2.2 Inside information

If you are a company you will tell us if a Particular Matter on which we are advising you is or becomes "inside information" in relation to you or a subsidiary or parent company. After such notification, we will implement our internal procedures relating to the handling of such information.

B.2.3 Additional terms applicable to the London office only

B.2.3.1 Regulatory information

Mayer Brown International LLP (the "**UK LLP**") is a limited liability partnership incorporated in England and Wales under no. OC303359. It is authorized and regulated by the Solicitors Regulation Authority. Its registered office is 201 Bishopsgate, London EC2M 3AF.

B.2.3.2 Members and partners

An English limited liability partnership is a body corporate which has members and not partners. In these terms references to a "partner" in relation to the UK LLP means a member of Mayer Brown International LLP. However, in our dealings with you, the UK LLP may also use the term partner to refer to an employee or consultant of the UK LLP who is a lawyer with equivalent standing or qualification, or to a lawyer with equivalent standing in another Mayer Brown Practice.

B.2.3.3 Interest on client account

We pay interest in accordance with our policy for the handling of client funds, which can be found in the Legal Notices section of our website. We reserve the right to pass on any negative interest rate charges that arise from your use of our client account.

B.2.3.4 Complaints

We will do what we reasonably can to resolve any complaint about our services or bills. If your complaint remains unresolved at the end of our complaints process, you may be eligible to ask the Legal Ombudsman ("**LeO**") to look at your complaint on an independent basis. Details of our complaints process and LeO, including important information about relevant deadlines for raising a complaint with LeO, are set out in our SRA Transparency Statement and Legal Notices. More information about LeO is available at www.legalombudsman.org.uk. You may have a right to object to a bill from the UK LLP by making a complaint as above and/or by applying to the Court for an assessment of the bill under Part III Solicitors Act 1974.

B.2.3.5 The Financial Services and Markets Act 2000 ("FSMA")

B.2.3.5.1 Insurance contracts

If and to the extent that our legal services involve insurance distribution activity (which is, broadly, the advising on, selling and administration of insurance contracts) from the UK, you should note that we are not "authorised" by the Financial Conduct Authority under FSMA. However, we are included on the register maintained by it so that we can carry on insurance distribution activity. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register. This part of our business is regulated by the Solicitors Regulation Authority, the independent regulatory body of the Law Society of England & Wales (a designated professional body for the purposes of FSMA) of which we are members. Arrangements for complaints or redress if anything goes wrong are subject to the jurisdiction of LeO. We will not provide insurance distribution services unless you expressly ask us to do so.

B.2.3.5.2 Investments

Depending on the nature of the services we provide to you, it is possible that we may, on occasions when you instruct us to do so, provide you with legal services which relate to investments. We are not "authorised" by the Financial Conduct Authority under FSMA. Where our services are provided from the UK, we are permitted to undertake certain activities in relation to investments that are limited in scope and incidental to our legal services or which may be regarded as a necessary part of our legal services because we are regulated by the Solicitors Regulation Authority (which together with LeO also provides complaints and redress mechanisms). No communication either to you, or on your behalf to any other person, during the course of our engagement is an invitation or inducement to engage in investment activity and nothing we say or write should be construed as such.

B.2.3.6 Third party rights

Other than paragraphs A.17 (*Exclusions and limitations of our liability*) and B.2.1 (*No claim against individual employees/partners*), no provision of an Engagement Contract is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999. Accordingly, other than our employees, consultants or partners wishing to rely on those paragraphs, no third party will have any right to enforce, or rely on, any provision of an Engagement Contract.

B.2.3.7 Professional indemnity insurance

The UK LLP is required to hold a minimum level of insurance cover under the SRA Indemnity Insurance Rules. The territorial coverage is worldwide for the UK LLP and details of our insurers can be found in the Legal Notices section of our website.

B.2.3.8 Our rights over your property (our lien)

If any, or any part of any, bill is not paid by the due date, we may, to the extent we are permitted to do so as a matter of law and the applicable professional conduct rules, retain money, papers and other property belonging to you even if these have been provided to us in relation to a different matter until such time as all amounts due to us are paid in full. Subject to the applicable professional conduct rules, we may seek a charging order over property that we recover or preserve for you in litigation. We do not waive these rights if we accept any alternative security for our costs, for example a payment on account.

B.2.3.9 Jurisdiction

Any dispute arising from or in connection with an Engagement Contract where the UK LLP is the Principal Mayer Brown Practice will be subject to the exclusive jurisdiction of the English courts.

B.2.4 Additional terms applicable to the Brussels office only

B.2.4.1 Interest on client account

Unless we agree otherwise in writing, we deposit client money in an instant access deposit account and will pay the interest earned in such account to the party required by bar rules for the period during which the money is held, unless such interest is *de minimis*.

B.2.4.2 Jurisdiction

Any dispute arising from or under an Engagement Contract where the Brussels office is the Principal Mayer Brown Practice will be submitted to the exclusive jurisdiction of, and will be exclusively decided by, the competent courts in Brussels, without prejudice to the competence of the professional bodies having authority over the Brussels office.

B.2.5 Additional terms applicable to the Paris office (the "French SELAS") only

B.2.5.1 Governing law and jurisdiction

The lawyers of the French SELAS providing legal services pursuant to an Engagement Contract where the French SELAS is the Principal Mayer Brown Practice are Avocats admitted to practice at the Bar of the Paris Court of Appeals. In this respect, each such Engagement Contract will be governed by, and construed in accordance with, the laws of France and, more particularly, the Internal Regulations of the Paris Bar (*Règlement Intérieur du Barreau de Paris*). Any dispute arising from or under such Engagement Contract must be first submitted to the exclusive jurisdiction of the Bâtonnier of the Bar of the Paris Court of Appeals.

B.2.6 Additional terms applicable to the German branch of Mayer Brown LLP only

B.2.6.1 Mandatory German legislation on the calculation of lawyers' fees in German court proceedings

If the Particular Matter relates to our representation of you in German court proceedings, we are legally required to charge fees and disbursements which are not lower than those provided for in the German Federal Lawyers Act (*BRAO*) pertaining to the Remuneration of Lawyers (*RVG*). Please note that the mandatory fees in such cases are calculated by reference to the value of the Particular Matter as assessed by the German court.

B.2.6.2 Governing law and jurisdiction

Each Engagement Contract with an office in Germany will be governed by German law, and any dispute arising from or under such Engagement Contract will be subject to the exclusive jurisdiction of the Courts of Frankfurt am Main.

B.3 Additional terms applicable to the Hong Kong and Singapore offices only

B.3.1 Third party rights

Other than paragraphs A.17 (*Exclusions and limitations of our liability*) and B.3.2 (*No claim against individual employees/partners*), no provision of an Engagement Contract is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) or any similar statutory provision applicable to the Mayer Brown Practices in Hong Kong or Singapore. Accordingly, other than our employees, directors, consultants, members or partners wishing to rely on those paragraphs, no third party will have any right to enforce, or rely on, any provision of an Engagement Contract.

B.3.2 No claim against individual employees/partners

No individual employee, director, consultant, member or partner of the Mayer Brown Practices in Hong Kong or Singapore has a contract with you or owes you a duty of care. Any services performed by those persons are performed on behalf of the relevant Mayer Brown Practice, and none of them assume any personal responsibility to you or any other party for those services. Accordingly, it is a fundamental provision of these International Terms that you will not bring any claim against those persons, directly or indirectly, in connection with our services.

The foregoing does not limit or exclude the liability of the Mayer Brown Practices in Hong Kong or Singapore for the acts or omissions of their respective employees, directors, consultants, members or partners.

B.3.3 Our rights over your property (our lien)

If any, or any part of any, bill is not paid by the due date, we may, to the extent we are permitted to do so as a matter of law and the applicable professional conduct rules, retain money, papers and other property belonging to you even if these have been provided to us in relation to a different matter until such time as all amounts due to us are paid in full. Subject to the applicable professional conduct rules, we may seek a charging order over property that we recover or preserve for you in litigation. We do not waive these rights if we accept any alternative security for our costs, for example a payment on account.

B.3.4 Client accounts

We shall be entitled to charge and be paid as a debt such sum as is fair and reasonable by way of an administration charge in respect of the work undertaken in the deposit into, and withdrawal of funds from, a client account, and accounting in respect of any interest accrued thereon. We reserve the right

to pass on any negative interest rate charges that arise from your use of our client account.

B.3.5 Governing law

Notwithstanding paragraph A.20 (*Governing law*), each Engagement Contract where the Principal Mayer Brown Practice is in Hong Kong will be governed by Hong Kong law; and each Engagement Contract where the Principal Mayer Brown Practice is in Singapore will be governed by English law.

B.4 Additional terms applicable to Mayer Brown Gaikokuho Jimu Bengoshi Jimusho ("Mayer Brown GJBJ") only

B.4.1 No claim against individual employees/partners

No individual employee, consultant or partner of Mayer Brown GJBJ has a contract with you or owes you a duty of care. Any services performed by an employee, consultant or partner are performed on behalf of Mayer Brown GJBJ and that person does not assume any personal responsibility to you or any other party for those services. Accordingly, it is a fundamental provision of these International Terms that you will not bring any claim against any individual employee, consultant or partner, directly or indirectly, in connection with our services.

The foregoing does not limit or exclude the liability of Mayer Brown GJBJ for the acts or omissions of any employee, consultant or partner.

B.4.2 Our rights over your property (our lien)

If any, or any part of any, bill is not paid by the due date, we may, to the extent we are permitted to do so as a matter of law and the applicable professional conduct rules, retain money, papers and other property belonging to you even if these have been provided to us in relation to a different matter until such time as all amounts due to us are paid in full. Subject to the applicable professional conduct rules, we may seek a charging order over property that we recover or preserve for you in litigation. We do not waive these rights if we accept any alternative security for our costs, for example a payment on account.

B.4.3 Governing law and jurisdiction

Each Engagement Contract with Mayer Brown GJBJ will be governed by the laws of England and Wales. Any dispute arising from or in connection with an Engagement Contract where Mayer Brown GJBJ is the Principal Mayer Brown Practice will be subject to the exclusive jurisdiction of the English courts.

B.5 Additional terms applicable to the UAE offices only

B.5.1 Dubai

Each Engagement Contract with the Dubai office will be governed by the laws of the Dubai International Financial Centre ("**DIFC**").

B.5.2 Abu Dhabi

Each Engagement Contract with the Abu Dhabi office will be governed by the laws of the Abu Dhabi Global Market ("ADGM").

B.6 Additional terms applicable to Tauil & Chequer Advogados ("Tauil & Chequer") only

The lawyers of Tauil & Chequer providing legal services pursuant to an Engagement Contract where Tauil & Chequer is the Principal Mayer Brown Practice are lawyers admitted to practice at one or more Brazilian Bar Associations ("**OAB**"). In this respect, each such Engagement Contract will be governed by, and construed in accordance with, the laws of Brazil and, more particularly, Law 8.906/04 and any regulations provided by OAB.

C. Binding Arbitration

C.1 Arbitration provisions applicable to the US LLP only

Any dispute arising out of or in connection with an Engagement Contract where the US LLP is the Principal Mayer Brown Practice, including any claim of legal malpractice (or similar claim) and any claim involving fees or expenses, will be resolved by final and binding confidential arbitration conducted in Chicago, Illinois. The Federal Arbitration Act (9 U.S.C., Secs. 1–16) will govern the interpretation of, enforcement of, and proceedings pursuant to this paragraph C.1. The binding arbitration will be administered by and in accordance with the then-existing International Institute of Conflict Prevention & Resolution's ("CPR") Administered Arbitration Rules, and discovery will be administered in accordance with Mode D in Schedules 1 and 2 and Mode C in Schedule 3 of the then-existing CPR Protocol on Disclosure of Documents and Presentation of Witnesses in Commercial Arbitration. Each of us will bear our own attorneys' fees, costs, and expenses (including filing fees). The cost of arbitration (including arbitrator fees) will be shared between us pursuant to an agreed-upon allocation or, in the absence of agreement, will be shared equally.

If you or we (individually or collectively) seek less than US$3,000,000 (or the equivalent), the dispute will be decided by a sole arbitrator mutually acceptable to both of us. If either of us (or both of us collectively) seek US$3,000,000 or more (or the equivalent) at any point during the arbitration, a three-person panel of arbitrators mutually acceptable to both of us will preside. The arbitrators, and not any court, will have the exclusive authority to resolve any dispute or claim relating to the interpretation, applicability, or enforceability of the Engagement Contract, including this paragraph C.1.

If the total amount of the arbitration award is US$5,000,000 or more, inclusive of interest (or the equivalent), each of us may appeal the award to a panel of three arbitrators comprised of former appellate court judges pursuant to the CPR Arbitration Appeal Procedures. The appellate arbitrators will be reasonably acceptable to both of us.

The appellate arbitration panel will review the facts and law pursuant to the standard of review that would apply if this proceeding were heard by an appellate court sitting in Chicago, Illinois.

You agree to accept binding arbitration and waive any right to pursue a class or collective action. By agreeing to arbitration, you are waiving the right to have disputes between us tried in court and the right to a jury trial. You understand that arbitration may provide only limited discovery and appellate rights and that courts may enforce an award in arbitration without reviewing it for errors of fact or law. No demand for arbitration may be sustained after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statutes of limitation or statute of repose if this matter were filed in court. The arbitrators are authorized to dismiss the arbitration at any stage based on a determination that the claim is time barred or for any other legally or factually supported reason. Before agreeing to arbitration, you have the right to consult with independent counsel.

C.2 Arbitration provisions applicable to the Hong Kong and Singapore offices only

C.2.1 Arbitration provisions applicable to the Hong Kong office only

Any dispute arising out of or in connection with an Engagement Contract where the Principal Mayer Brown Practice is in Hong Kong, including any dispute involving fees or expenses or any question regarding the existence, validity or termination of the Engagement Contract or this paragraph C.2.1, will be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force at the time of commencement of the arbitration ("**UAR**"). Prior to any party commencing arbitration, the parties will refer their dispute to mediation at the Hong Kong International Arbitration Centre ("**HKIAC**") in accordance with its then current Mediation Rules and attempt to resolve the dispute amicably within 90 days of the commencement of mediation. The arbitrator must be either a solicitor or barrister (as defined by the Legal Practitioners Ordinance Cap.159) or a current or retired judicial officer (as defined by the Judicial Officers Recommendation Commission Ordinance Cap.92). The appointing authority will be the HKIAC. The seat, or legal place, of the arbitration will be Hong Kong. Notwithstanding any provision to the contrary in the UAR, it is agreed that Schedule 2 to the Arbitration Ordinance (Cap.609) will apply to any arbitration hereunder. This paragraph C.2.1 will be governed by and construed in accordance with Hong Kong law.

C.2.2 Arbitration provisions applicable to the Singapore office only

Any dispute arising out of or in connection with an Engagement Contract where the Principal Mayer Brown Practice is in Singapore, including any dispute involving fees or expenses or any question regarding the existence, validity or termination of the Engagement Contract or this paragraph C.2.2, will be finally settled by arbitration under the Arbitration Rules of the Singapore International Arbitration Centre in force at the time of commencement of the arbitration. Prior to any party commencing arbitration, the parties will refer their dispute to mediation before the Singapore International Mediation Centre and attempt to resolve their disputes amicably within 90 days of the commencement of mediation. The arbitrator will be qualified as a lawyer with at least 10 years' standing and experience serving as a partner in an international law firm of over

1,000 lawyers. The seat, or legal place, of the arbitration will be Singapore. This paragraph C.2.2 will be governed by and construed in accordance with English law.

C.2.3 Additional arbitration provisions applicable to the Hong Kong and Singapore offices only

For any dispute arising out of or in connection with an Engagement Contract where the Principal Mayer Brown Practice is in Hong Kong or Singapore, (a) the arbitration will be conducted by a sole arbitrator to be appointed in accordance with the applicable rules; (b) the language of the arbitration will be English; (c) any restriction on the nomination or appointment of an arbitrator by reason of nationality will not apply; and (d) the arbitration and all information and documents provided for the purpose of the arbitration, and the award, will be, and will remain, private and confidential, unless agreed in writing by the parties, or required by law. Judgment on any arbitration award may be entered in any court having jurisdiction, including jurisdiction over any of the parties or their assets.

C.3 Arbitration provisions applicable to the UAE offices only

C.3.1 Arbitration Tribunal

For any dispute arising from or in connection with an Engagement Contract where the Dubai or Abu Dhabi office is the Principal Mayer Brown Practice, including any question regarding its existence, validity or termination will be finally settled by arbitration under the London Court of International Arbitration (**"LCIA"**) Rules and by three arbitrators. The claimant will nominate one arbitrator in the request for arbitration and the respondent will nominate one arbitrator in the response. The presiding arbitrator will be jointly nominated by the parties' co-arbitrator nominees within 21 business days of the later of the two nominees' confirmation of acceptance of the nomination, failing which the presiding arbitrator will be selected by the LCIA court.

C.3.2 Seat of Arbitration and Governing Law – Dubai Office

The seat of arbitration will be the Dubai International Financial Centre. The language of the arbitration will be English. This paragraph C.3 will be governed by the laws of the Dubai International Financial Centre.

C.3.3 Seat of Arbitration and Governing Law – Abu Dhabi Office

The seat of arbitration will be the Abu Dhabi Global Market. The language of the arbitration will be English. This paragraph C.3 will be governed by the laws of the Abu Dhabi Global Market.

C.4 Arbitration provisions applicable to Tauil & Chequer only

Any dispute arising from or in connection with an Engagement Contract where Tauil & Chequer is the Principal Mayer Brown Practice, including any claim of legal malpractice (or similar claim) and any claim involving fees or expenses, must be resolved by final and binding confidential arbitration. The Brazilian Arbitration Act (Federal Law No. 9,307/1996, as amended) will govern the interpretation of, enforcement of, and proceedings pursuant to this paragraph C.4. The binding arbitration will be administered by and in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC), and document production will be administered in accordance with the International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration. The arbitral proceedings will be conducted in English, and the seat of the arbitration will be São Paulo – SP, Brazil.

Each of us is limited to pursuing our own individual claims and will not pursue class or collective action claims. The cost of arbitration (including administrative expenses, the fees and expenses of the arbitrators and any experts appointed by the arbitral tribunal, and the reasonable legal and other costs incurred by the parties for the arbitration) will be shared between us pursuant to an agreed-upon allocation or, in the absence of agreement, borne by the losing party.

If you or we (individually or collectively) seek less than US$3,000,000 (or the equivalent), the dispute will be decided by a sole arbitrator appointed in accordance with the arbitration rules. If either of us (or both of us collectively) seek US$3,000,000 or more (or the equivalent) at any point during the arbitration, a three-person panel of arbitrators will be appointed in accordance with the arbitration rules. The arbitrators, and not any court, will have the exclusive authority to resolve any dispute or claim relating to the interpretation, applicability, or enforceability of the Engagement Contract, including this paragraph C.4.