

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), Mayer Brown (a Hong Kong partnership) and Tauil & Chequer Advogados (a Brazilian law partnership) (collectively the “**Mayer Brown Practices**”) and non-legal service providers, which provide consultancy services (the “**Mayer Brown Consultancies**”). The Mayer Brown Practices and Mayer Brown Consultancies are established in various jurisdictions and may be a legal person or a partnership. Details of the individual Mayer Brown Practices and Mayer Brown Consultancies 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 the 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**”). The Principal Mayer Brown Practice may, as agent on your behalf, engage another Mayer Brown Practice to work alongside it on a Particular Matter, if appropriate.

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 one of our partners 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 local professional conduct rules in the Particular Matter 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.

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.

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, venturers or partners.

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.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) 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.

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

Each of our bills must be paid within 30 days after the date the bill is sent. We may charge interest on any outstanding amount 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 Mayer Brown Practices

The Principal Mayer Brown Practice may engage another Mayer Brown Practice on your behalf. If so, each Mayer Brown Practice may issue separate bills or the fees and expenses of other Mayer Brown 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.

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 Costs of retrieval of files and documents from storage

If, after a Particular Matter is closed, you ask us to retrieve any material belonging to you from the 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.4.3 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 (and 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 and consent

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 (or have reasonable grounds for suspecting) 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.

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.

In addition, in certain jurisdictions, rules, regulations or best practices require lawyers to disclose certain types of activities undertaken for clients (such as lobbying activities disclosed in the European Union Transparency Registers). Unless otherwise agreed in writing, we may make such disclosures.

A.7.2 EU mandatory tax reporting (DAC 6)

We will be entitled to charge for any work required to determine whether any cross-border arrangement is reportable under EU tax reporting laws that apply to us, including EU Council Directive 2018/822 (“**DAC 6**”) and all similar legislation in force from time to time relating to tax reporting in any relevant jurisdiction. You will instruct any other service providers involved in the arrangement on your behalf 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 your 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 Cash

We do not accept cash without prior agreement. If cash is deposited directly with our bank we may charge for any additional checks we deem necessary regarding the source of funds and the beneficial owner(s) of them to meet the CDD Requirements.

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 matters. We will not disclose such information except in the circumstances set out in this paragraph A.9 or otherwise 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.

From time to time, we may use third parties to provide typing, photocopying, printing, data handling and other business support services, subject to contractual duties of confidentiality.

A.9.3 Disclosure to other Mayer Brown Practices

We may disclose confidential information relating to you, or Particular Matters, to other Mayer Brown Practices, all of which are bound by the same duty of confidentiality that we have to you regarding to any such information.

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 not to do so in writing. 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 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.10 Joint representations

Where we act for you jointly with others 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.11 Data

A.11.1 Use of data

We process data, including personal data, in accordance with our legitimate business interests in the provision of legal and professional services, compliance with legal and regulatory requirements imposed upon us and in the management of our business. Data may be shared with other Mayer Brown Practices and the Mayer Brown Consultancies pursuant to arrangements incorporating the EU Model Clauses.

A.11.2 Use of personal data

We are subject to various data protection and data privacy laws in the jurisdictions in which we operate. Individuals in the European Union or California, or individuals whose data we process in Asia, have certain rights under applicable laws to request access to the personal data or personal information we hold about them and to rectify or (if an individual in the European Union or California, or if the data is held in certain of our Asian offices) erase that personal data. Further information, about your rights under applicable data protection laws, may be found in the [Privacy Notice](#) on our website.

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.

A.11.3 Questions about our use of personal data

You may contact the Mayer Brown privacy team with any enquiries by emailing privacy@mayerbrown.com. Individuals in the European Union, or individuals whose data we process in Hong Kong or Japan, may, if they are dissatisfied with the way in which we are handling their personal data, contact the relevant data privacy regulator or officer, as set out in the [Legal Notices](#) section of our website.

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 our 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. While some courts have limited this privilege under certain circumstances, we believe that it is in both your and our interest that we receive expert analysis of our obligations. 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 carries 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 Mayer Brown Practice include any such assignee.

A.14.2 Other assignment

Subject to paragraph A.14.1, neither you nor we have the right to assign or transfer the benefit or burden of an Engagement Contract without the written agreement of the other.

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 limited liability partnership or other 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. 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 Financial transactions

A.16.1 Representing financial institutions

Unless otherwise agreed in writing, when we represent a financial institution in a Particular Matter, we will not be responsible for advising the financial institution 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

Whether or not you are a financial institution, unless we otherwise agree in writing in the Engagement Contract, we do not undertake responsibility for advising you upon or ensuring compliance with periodic refiling or re-recording requirements.

A.17 Use of client accounts

In certain jurisdictions outside the United States a Mayer Brown Practice is permitted at its discretion to provide client account facilities to receive, hold and transfer funds in connection with a matter on which it is acting. If we have agreed to the use of our client account such use is at your own risk. You must tell us in advance when you are transferring funds to us as unexpected or unidentified receipts may either be retained pending further investigation or returned to the sender. We may charge for any checks we deem necessary regarding the source of funds and the beneficial owner(s) to meet the CDD Requirements.

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 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 <http://www.nycourts.gov/rules/chiefadmin/137.shtml>.

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 Jurisdiction

Any dispute in the United States arising from or under an Engagement Contract where the US LLP is the Principal Mayer Brown Practice will be submitted to the exclusive jurisdiction of, and will be exclusively decided by, the competent courts located in Chicago, Illinois.

B.2 Additional terms applicable to the European offices only

B.2.1 Exclusions and limitations on our liability

B.2.1.1 Proportional liability

If you suffer loss or damage because of our breach of contract or of our negligence, 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.

B.2.1.2 Liability cap

We may, from time to time, if permitted by local laws and applicable professional conduct rules, agree with you that our aggregate liability to you for a Particular Matter or Matters is limited to an amount specified in the relevant Engagement Letter (a “**Liability Cap**”).

A Liability Cap will apply to all liability that we may have to you in respect of the relevant Particular Matter or Matters, including for breach of contract and for negligence (but not for banking failure or compliance with legislation in respect of which a separate limit of liability applies as set out in paragraph B.2.1.5).

The Liability Cap (if any) will apply on an aggregate basis to all liabilities that we 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 the relevant Particular Matter or Matters.

B.2.1.3 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.

None of the provisions of this paragraph B.2.1.3 limit or exclude the liability of the relevant Mayer Brown Practice for the acts or omissions of any employee, consultant or partner.

B.2.1.4 Inside information

If you are a company you will tell us if a 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.2.1.5 No liability for banking failure or our compliance with legislation

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, or any loss or damage which arises from any compliance with law or regulation.

B.2.2 Additional terms applicable to the London office only

B.2.2.1 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.2.2.2 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.2.2.3 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 client for the period during which the money is held, unless such interest is *de minimis*. The identity of our bank and our policy for the handling of client funds can be found in the [Legal Notices](#) section of our website.

B.2.2.4 Complaints

We will do what we reasonably can to resolve any complaint about our services or bills in accordance with the UK LLP's complaints handling policy, a copy of which is available in the [Legal Notices](#) section of our website and which will be provided on request. If you are not satisfied with our handling of your complaint you may be eligible to complain to the Legal Ombudsman (“**LeO**”) at PO Box 6806 Wolverhampton WV1 9WJ. You must contact LeO within six months of our final response; otherwise LeO may decide not to investigate your complaint. More information 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.2.2.5 The Financial Services and Markets Act 2000 (“FSMA”)

B.2.2.5.1 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 the Legal Ombudsman. We will not provide insurance distribution services unless you expressly ask us to do so.

B.2.2.5.2 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.2.2.6 Third party rights

Other than paragraphs B.2.1.1 through B.2.1.3, 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.2.2.7 Professional indemnity insurance

The UK LLP is required to hold a minimum level of insurance cover under the Solicitors’ 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.2.2.8 Our rights over your property (our lien)

If any, or any part of any, bill is not paid within 30 days after the bill is sent, we will, to the extent we are permitted to do so as a matter of law and 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 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.2.2.9 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.2.3 Additional terms applicable to the Brussels office only

B.2.3.1 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*. The identity of our bank and our policy for handling of client funds can be found in the [Legal Notices](#) section of our website.

B.2.3.2 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.2.4 Additional terms applicable to the Paris office (the “French SELAS”) only

B.2.4.1 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.2.5 Additional terms applicable to the German branch of the US LLP only

B.2.5.1 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.2.5.2 Governing law and jurisdiction

Notwithstanding paragraph A.20 (*Governing law*), 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 Asia offices (other than Japan) (the “HK Partnership”) only

B.3.1 Third party rights

Other than paragraphs B.3.2 and B.3.3, no provision of an Engagement Contract is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap 623).

B.3.2 Exclusions and limitations on our liability

B.3.2.1 Proportional liability

If you suffer loss or damage because of our breach of contract or of our negligence, 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.

B.3.2.2 Liability cap

We may, from time to time, if permitted by local laws and applicable professional conduct rules, agree with you that our aggregate liability to you for a Particular Matter or Matters is limited to an amount specified in the relevant Engagement Letter (a “**Liability Cap**”).

A Liability Cap will apply to all liability that we may have to you in respect of the relevant Particular Matter or Matters, including for breach of contract and for negligence (but not for banking failure or compliance with legislation in respect of which a separate limit of liability applies as set out in paragraph B.3.4).

The Liability Cap (if any) will apply on an aggregate basis to all liabilities that we 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 the relevant Particular Matter or Matters.

B.3.3 No claim against individual employees/partners

No individual employee, consultant or partner of the HK Partnership 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 HK Partnership 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.

None of the provisions of this paragraph B.3.3 limit or exclude the liability of the HK Partnership for the acts or omissions of any employee, consultant or partner.

B.3.4 No liability for banking failure or our compliance with legislation

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, or any loss or damage which arises from our compliance with law or regulation.

B.3.5 Our rights over your property (our lien)

If any, or any part of any, bill is not paid within 30 days after the bill is sent, we will, to the extent we are permitted to do so as a matter of law and 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 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.3.6 Governing law and jurisdiction

Notwithstanding paragraph A.20 (*Governing law*), each Engagement Contract where the HK Partnership (including any of its associated legal practices in Asia) is the Principal Mayer Brown Practice will be governed by Hong Kong law, and any dispute arising from or under such Engagement Contract will be subject to the exclusive jurisdiction of the competent courts located in Hong Kong.

B.4 Additional terms applicable to Mayer Brown Gaikokuho Jimu Bengoshi Jimusho (“Mayer Brown GJB”) only

B.4.1 Exclusions and limitations on our liability

B.4.1.1 Proportional liability

If you suffer loss or damage because of our breach of contract or of our negligence, 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.

B.4.1.2 Liability cap

We may, from time to time, if permitted by local laws and applicable professional conduct rules, agree with you that our aggregate liability to you for a Particular Matter or Matters is limited to an amount specified in the relevant Engagement Letter (a “**Liability Cap**”).

A Liability Cap will apply to all liability that we may have to you in respect of the relevant Particular Matter or Matters, including for breach of contract and for negligence (but not for banking failure or compliance with legislation in respect of which a separate limit of liability applies as set out in paragraph B.4.3).

The Liability Cap (if any) will apply on an aggregate basis to all liabilities that we 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 the relevant Particular Matter or Matters.

B.4.2 No claim against individual employees/partners

No individual employee, consultant or partner of Mayer Brown GJB 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 GJB 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.

None of the provisions of this paragraph B.4.2 limit or exclude the liability of Mayer Brown GJB for the acts or omissions of any employee, consultant or partner.

B.4.3 No liability for banking failure or our compliance with legislation

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, or any loss or damage which arises from our compliance with law or regulation.

B.4.4 Our rights over your property (our lien)

If any, or any part of any, bill is not paid within 30 days after the bill is sent, we will, to the extent we are permitted to do so as a matter of law and 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 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.4.5 Governing law and jurisdiction

Notwithstanding paragraph A.20 (*Governing law*), and unless otherwise agreed in writing, each Engagement Contract with Mayer Brown GJB will be governed by the laws of England and Wales. Any dispute arising from or in connection with an Engagement Contract where Mayer Brown GJB is the Principal Mayer Brown Practice will be subject to the exclusive jurisdiction of the English courts.

B.5 Additional terms applicable to the Dubai branch of the US LLP only

B.5.1 Proportional liability

If you suffer loss or damage because of our breach of contract or of our negligence, 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.

B.5.2 Governing law and jurisdiction

Notwithstanding paragraph A.20 (*Governing law*), and unless otherwise agreed in writing, each Engagement Contract with the Dubai branch will be governed by the laws of the Dubai International Financial Centre, and any dispute arising from or under such Engagement Contract will be subject to the exclusive jurisdiction of the DIFC Courts.

B.6 Additional terms applicable to Tauil & Chequer only

B.6.1 Governing law and jurisdiction

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. Any dispute arising from or under such Engagement Contract must be submitted to the exclusive jurisdiction of a Brazilian State Court in a State where Tauil & Chequer has an office.