

METHOD AND TECHNICAL ASPECTS OF SERVICE EXECUTION AND GENERAL TERMS AND CONDITIONS GOVERNING THE SERVICE

In addition to what might be agreed through subsequent separate agreements, the professional relationship established between both parties shall be governed by the following practices, terms and conditions.

1. Subject of the conditions

1.1. These present General Terms and Conditions shall govern our relationship, and any subsequent professional relationships. They are considered to be known and understood given that you have entrusted the other party with the responsibility of performing a professional duty, regardless of whether these terms and conditions have been sent electronically or in paper format. They can be consulted at the website <<www.pautrier.it>>

1.2. We have the right to change these Terms and Conditions without notice. However, any changes will be considered valid only for activities begun following the changes.

1.3. The Terms and Conditions are published in Italian and English.

2. Law firm activities. Client conduct. Information

2.1. The lawyers of our Law Firm shall carry out their professional activities diligently, using the best possible techniques available, and in full compliance with the ethical rules stipulated by the Consiglio Nazionale Forense e dalla Legge (National Council of the Bar and Lawyers). Particular attention shall be paid to issues involving confidentiality of client names, events and any potential conflict of interest. While the practice is organised as a law firm of associate lawyers, activities are delegated to one or more lawyers.

2.2. All legal matters shall be followed or checked by a senior partner, whom you can always refer to, and whose name will be communicated within a few days of beginning legal proceedings.

2.3. Our work and our advice consider the legal and financial circumstances of the specific case. Our legal opinion therefore has effect and worth only for that particular case, based on the information (verbal and documents) that you have provided.

2.4. Opinions and advice are also based on the available facts and legal situation in force at the time of their delivery. As a rule, if there is no current case, opinions will not be updated in the light of new circumstances, unless you request it. Should our firm be following a lawsuit on your account, we will update the advice we have provided to take into account any changes in the legal procedure that may affect decisions on how to conduct the case.

2.5. Unless expressly requested, the Law Firm does not deal with specific fiscal and tax matters. In the case of contractual negotiations, corporate transactions, and other similar issues, our firm shall work with qualified accountant/solicitor offices to assess any fiscal implications, and the potential fiscal, taxation and financial consequences, of each transaction or operation.

2.6. The Client is informed that it is bound to provide all available information, including the names of potential witnesses and documents relating to the matter, in order to make our service as productive as possible. It is the responsibility of the lawyer to determine which information is useful.

2.7. All due care will be taken to avoid any kind of conflict of interests between clients. We shall inform you if we perceive there to be any sign that such a conflict might arise. Similarly, the Client shall do likewise if it has information that may in any way indicate the presence of a possible conflict of interest. In the case of conflict, as a rule, the firm shall terminate one of its mandates. As a rule, the firm prefers to continue relations with the client with the longest-standing relations with the firm.

2.8. The Client shall be kept informed of potential alternative dispute resolution procedures, and, in particular: (i) mediation, which is often mandatory. Mediation is performed through a procedure where part of the cost is a fixed cost, part linked the amount in question, and a final part dependent on the result. Mediation is managed by an independent mediation body that appoints a subject <mediator> (ii) assisted negotiation (for family disputes, or disputes with a value ranging from €12,500 to €50,000).

Both procedures (with the exception of optional mediation) require the assistance of a lawyer.

3. Fees and expenses

3.1. In the absence of any separate agreement, or in the event of failing to provide for situations that have subsequently occurred, or in the case of additional workload or a workload different to what was agreed on by separate agreement, our compensation shall be calculated according to the parameters described in Ministerial Decree 55/2014. Fees for contractual matters are calculated as a percentage of the amount, according to numerical parameters referred to in Ministerial Decree 127/2004 and listed here as agreed stipulated conditions. Generally speaking, a fee foresees some form of communication (whether email, telephone or in person) after each hearing and any decision by the court (ruling, order or sentence). Any other required action (telephone call, minutes, e-mails, opinions and similar) shall be considered separately.

3.2. Any action shall take into account (i) the time spent (ii) the complexity of the matter, and the experience required and employed in order to carry out a professional service (iii) the amount involved / value of the specific proceeding (iv) urgency (v) the result achieved.

3.3. Estimates for costs are not binding.

3.4. The Client shall pay all due taxes and fees, including taxes and fees required in order to initiate and go ahead with the case. In particular, a court fee tax, called *contributo unificato*, shall be paid. The value of this court fee tax varies, depending on the amount involved in the case, the matter, and the type of proceedings. For more information, we suggest you refer to the website <giustizia.it>.

3.5. Reimbursement for travel and travel expenses shall also be due. Should use of the car be required, ACI (Italian Automobile Club) calculated costs shall be charged, in addition to motorway tolls.

3.6. In judicial or arbitration cases, the losing party is, generally speaking, ordered to pay legal costs, and other associated costs (for example, registration tax) incurred by the other party. Regardless of a favourable or unfavourable outcome, the Client is obliged to pay the fee, including expenses, due to our Law Firm. Any decision made by the court determining the allocation of costs is not considered binding between the lawyer-client parties. In the event that the determined costs exceed the estimated amount or exceed the sum of the advance invoices issued on account for the work to be carried out, the Law Firm shall be due the highest amount.

3.7. The Client is obliged to pay the entire due fee, even in the event that the Client has taken out insurance for legal costs, and regardless of the decision by the insurance company regarding the amount payable for the specific individual practice.

3.8. The Client has sole responsibility for paying any foreign experts, consultants or lawyers (<consultants>), even when these <consultants> have been suggested or briefed by the Law Firm. Invoices from the <consultants> will be addressed directly to the Client. The Law Firm accepts no responsibility for the accuracy or advantageousness of the opinions and activities provided by the <consultants>.

4 Insurance

4.1. Our Law Firm is insured against risks arising from professional liability for a maximum amount of € 3,000,000. Our liability shall never exceed this insured amount.

5. Personal data and anti-money laundering legislation

5.1. When signing the agreement with our Law Firm, the Client is required to send a copy of an identity document and tax code, together with the details of any company or entity the Law Firm shall be working on behalf of. This data shall be conserved in accordance with EC Regulation 2016/679, dated 27 April 2016, and shall be used solely for the purpose of fulfilling fiscal and tax requirements. It remains, however, the duty of our Law Firm to identify the actual *owner* of the Law Firm's services.

5.2. The Client acknowledges that the Law Firm is subject to anti-money laundering legislation and that financial information shall therefore be registered. Furthermore, the Law Firm may also be held to report financial transactions to the competent authorities (Financial Intelligence Unit of the Bank of Italy). This information may, in particular, concern the conversion or transfer of assets or property (in the case of knowing that such proceeds have come from criminal activity) in order to disguise or conceal the illicit origin of the assets themselves, or to help anyone involved in such activity to avoid the legal consequences of their actions. Likewise, it may involve disguising or concealing the real nature or origin of the goods, or the rights associated with them.

6. Communications

6.1. The Client expressly authorizes communications via e-mail, and is aware that such communications cannot guarantee to be totally secured.

7. Filing and storage.

7.1. The Law Firm shall be responsible for filing and storing data and documents in the manner and form required by law, and in compliance with legislation regarding personal data protection. The period of obligation for storing data is 10 years following termination of the service.

I acknowledge having received, read and understood.

Client