

General Terms and Conditions for the Provision of Services

cca LAW FIRM

I. GENERAL PROVISIONS

a) References to "CCA", "we" or "our" shall mean Cruz, Salinas, Mayer, Associados, Sociedade de Advogados, SP, RL, registered with the Portuguese Bar Association under no. 27/97, with the NIPC (legal entity number) 504046799 and having its registered office at Edifício Diogo Cão, Doca de Alcântara Norte, 1350-352 Lisbon.

b) References to "Client", "your" or "yours" shall mean the entity or person engaging our services or any other entity or person that CCA agrees, in writing, to treat as a Client in a specific matter.

c) References to "CCA Members" shall mean all CCA lawyers, partners, of counsels, service providers and employees.

d) These General Terms of Service, together with any amendments and/or supplementary provisions agreed in writing, shall apply to the legal services provided by CCA to Client.

e) CCA is committed to the highest standards of professionalism, ethical behaviour and integrity in everything we do. The principles, values and rules of conduct recognised by CCA as fundamental in the exercise of its activity are embodied in the CCA Code of Ethics and Conduct, which can be consulted on the CCA website, and should be known and understood by everyone dealing with CCA.

II. SERVICES

a) The advice provided by CCA is exclusively for the Client's benefit and may not be used for any other purpose and/or by third parties.

b) The advice and opinions expressed by CCA refer only to the Portuguese legislation in force on the relevant date. CCA does not comment on the legislation of any other jurisdiction.

Without prejudice to the provisions of the applicable legislation and ethical rules, CCA may refuse to advise or represent a Client whenever the latter's conduct or principles conflict with the values and ethical principles guiding CCA's activity.

III. TEAM

a) The management and responsibility for each matter and/or Client shall be ensured by a CCA Member who shall ensure the monitoring of the services ("Point of Contact"). The Person in charge must keep Client informed of the status of the cases and/or matters and answer any questions regarding the quality of the services provided.

b) The Services Proposal shall identify the Point of Contact, as well as the other team members involved in the matter ("Key Contact Points"). CCA may change the team members if Client so requests or for any other valid reason.

IV. CONFLICTS OF INTEREST

a) CCA carries out an in-house validation in order to ascertain, to the best of our ability, that there is no conflict of interest that would prevent us from representing the Client in a particular matter.

b) Notwithstanding the above, we will not be prevented from representing other persons or entities with interests opposed to those of the Client in matters that are not substantially related to those entrusted to us.

c) The relationship between CCA and the Client shall not extend to the latter's family members (when Client is a natural person) and to any of its branches, subsidiaries, affiliates, participants or associates, members of senior management board, directors, partners and/or employees (when Client is a legal person), unless otherwise expressly agreed

V. INFORMATION AND CONFIDENTIALITY

a) Client must provide Team with all the information and documentation relevant to services in a timely fashion, in order to ensure the best advice.

b) All information received from Client is confidential in nature, unless CCA is otherwise instructed by Client or unless the disclosure of such information is required by any applicable law or regulation.

c) Unless expressly specified by Client, the latter authorises CCA to disclose its intervention in the matter, as well as Client's name and brand, when the matter is of public or legal interest, within the scope of CCA's activity, without prejudice to compliance with the duty of professional secrecy with regard to any matter of a confidential nature.

VI. OBLIGATION OF MEANS AND TECHNICAL AUTONOMY

a) CCA will endeavour to provide legal advice and legal representation with the highest level of quality and diligence, taking into account the circumstances of each specific matter. Given the nature of the legal services provided, under no circumstances can CCA guarantee any outcome.

b) CCA Members shall act with technical autonomy and shall not be under any obligation to accept or comply with Client's instructions that conflict with their legal obligations or professional duties. If and whenever this occurs, the Point of Contact must inform Client immediately.

VII. FEES

a) CCA sets fees based on certain criteria, such as the level of complexity of the work to be carried out, the level of responsibility it entails, the level of specialisation of the teams involved and the time we consider necessary to complete it.
b) Our fee proposal shall be the one sent together with these General Terms of Service or the one included in a Services Proposal, quote or agreement sent to the Client for each specific matter.
c) In certain cases, we may ask Client to pay to make an advance deposit to cover fees and/or expenses on account of the services we propose to provide.
d) Where applicable, CCA reserves the right to review the hourly rate and/or the category or degree of specialisation of the Team, and to apply it each calendar year, informing the Client in due course.
e) VIII. EXPENSES
f) Any expenses or costs incurred by CCA in connection with the provision of the services, including, without limitation, bank charges, translations, certifications and legalisations, protocols, administrative fees, communications, accommodation and travel expenses, shall be paid directly by Client or by CCA, with the amount paid by Client as advance deposit. Ultimately, CCA may cover such expenses and costs that shall be promptly reimbursed by Client.

CCA reserves the right to charge an amount for expenses incurred on account of the services provided the Client, which corresponds to a percentage of the fees charged, as operating costs.

a) In exceptional circumstances, in case CCA is required to make advance payments on behalf of Client, CCA reserves the right to charge a financial fee to operate this service as part of the payment management process.
b) CCA may update the applicable fees annually, based on the variation in the Consumer Price Index (CPI). The variation will be calculated on the basis of the average of the last 12 months of the CPI and may not exceed an increase of 10% per year, unless prior agreement is reached between the Client and CCA. To this end, Client will be notified in writing and the new fees will apply from the first day of the month following such notice. Fees shall remain unchanged in the event of deflation or a negative change in the CPI.
c) CCA's fees are exclusive of Value Added Tax (VAT) or any other applicable tax, which will be added to the fees at the applicable legal rate.

IX. INVOICING AND PAYMENT

a) Unless expressly stated otherwise, invoices issued by CCA must be paid in full on the date they are received by Client.
b) Any queries regarding the invoices issued should be addressed to daf@cca.law. Sending any communication does not exempt Client from the obligation to pay the invoices issued.
c) CCA reserves the right to charge default interest, under the terms established by law, in the event of late or non-payment of invoices.
d) Invoices will be issued and settled in Euros, unless otherwise agreed in advance with Client. CCA shall have the right to be reimbursed by Client for any administrative, banking, exchange or other costs and charges arising from the issue of the invoice in a currency other than Euro.
e) Client must inform CCA at the time of acceptance of the services proposal whenever the former requires a specific invoicing procedure. Client must then provide all necessary details for invoicing. Failure to provide this information does not obligate CCA to reissue invoices or exempt the Client from the obligation to pay the invoices already issued by CCA.

X. PREVENTING AND COMBATING MONEY LAUNDERING AND TERRORIST FINANCING

a) Current legislation imposes an obligation on law firms to collaborate in the prevention of money laundering and terrorist financing. In compliance with the applicable legislation, CCA is subject to the duty to:
   (i) Identify Clients, which may require CCA to request information and documentation proving the identity of the end Client and/or to carry out searches in appropriate databases; and
   (ii) Collect information to find out about the nature of the professional or business activity of Clients and to check, according to criteria of adequacy and reasonableness, the truthfulness of this information.
b) Failure to obtain the requested documentation and/or information by the deadline specified by CCA may constitute grounds for CCA to refuse to accept the work.
c) In accordance with the legal provisions in force, CCA may be legally required to (i) inform the competent authorities of knowledge or suspicion of criminal activity, namely without notifying the Client and without their prior consent, or (ii) report certain tax mechanisms to the Tax Authorities, under the terms of the European Union Directives (including DAC 6), as implemented in Portuguese law.

XI. REGULATORY COMPLIANCE PROGRAMME

a) CCA has implemented a regulatory compliance programme to ensure the prevention of corruption and related offences, among other unlawful acts, and CCA and its Clients are required to comply with all legal and regulatory standards in these matters.

b) CCA's Policy for the Prevention of Risks of Corruption and Related Offences can be consulted on its website.

XII. DATA PROTECTION

The personal data provided by Client, as updated from time to time, will be processed by CCA under the terms of CCA's Privacy and Personal Data Protection Policy.

XIII. INTELLECTUAL PROPERTY

a) CCA is the original and exclusive owner of the copyright relating to any content produced within the scope of the services provided.

b) Client may not use any of CCA's trademarks, logos or distinctive signs without its prior written consent.

XIV. DISCONTINUANCE AND TERMINATION OF SERVICES

a) CCA reserves the right to discontinue the provision of any and all contracted services whenever Client fails to comply with its contractual obligations, including, without limitation, the payment of invoices within the specified period, without prejudice to the provisions of the applicable legislation and ethical standards.

b) Once a period of thirty (30) days has elapsed since the date of discontinuance of the provision of services, and the situation mentioned in a) has not been remedied, CCA may definitively cease to represent Client and initiate the necessary procedures to collect the amounts due.

c) CCA may cease to represent a Client whenever the latter's conduct or ethical principles conflict with those that guide CCA's activity, without prejudice to the implementation of the necessary precautions to safeguard Client's rights and interests, as well as CCA's right to payment of the fees resulting from the services provided.

XV. LIABILITY

a) CCA is a limited liability law firm and is liable for duly proven damages caused to Client and which are exclusively attributable to it in cases where CCA or its professionals act with wilful intent or gross negligence.

b) Under no circumstances may CCA be held liable for the performance, results, prestige or capacity of any other entity that it refers to Client. CCA shall not be liable for supervising or controlling in any way the work carried out by that person or entity.

XVI. SPECIAL CONDITIONS

Without prejudice to the provisions of these General Terms of Service, the Services Proposal submitted by CCA and accepted by Client may establish specific conditions for the engagement of services (Special Conditions). In this case, the agreed Special Conditions shall prevail over the General Terms of Service which shall apply in all respects that are not incompatible with the Special Conditions.

XVII. APPLICATION

a) These General Terms of Service are binding on all CCA Members. By accepting the Services Proposal, Client also accepts these General Terms of Service and is bound by them.
b) CCA reserves the right to amend these General Terms of Service. However, no amendment shall have retroactive effect.
c) The invalidity of any of the conditions provided for herein shall not result in the invalidity of the other conditions, which shall remain valid and fully applicable.

XVIII. GOVERNING LAW AND JURISDICTION

a) These General Terms of Service are governed by Portuguese law.
b) The Lisbon District Courts shall have exclusive jurisdiction to hear and rule on all issues directly or indirectly affecting the validity, interpretation, performance or any other aspect of the agreement entered into between the Client and CCA.

XIX. LANGUAGE

a) The Portuguese version of these General Terms of Service shall take precedence over any other language versions.

VERSION	APPROVAL	DATE	NOTES
1.0	Board (Members)	September 2024	Initial Version