



## TERMS AND CONDITIONS

EFFECTIVE FROM JANUARY, 2022

1. **Estudio Miró Quesada Abogados S. Civil de R. L.** (hereinafter, **MQ&M**) is a company dedicated to provide legal advice and sponsorship services. Since our hiring, we assume before you the normal duty that lawyers have before their clients, including the duty of care and confidentiality.
2. Our duty of care is solely to you and no one else. Unless otherwise agreed, you (the Client) agree that the services we provide to you are provided solely by MQ&M, and that your relationship is with MQ&M and not with any member, partner, associate, employee or consultant of MQ&M, who accordingly will not, to the extent permitted by law, assume personal liability to you.
3. Our primary role is that of legal advisors, and it is not part of our role to advise on the merits of engaging in investment transactions, or the exercise of investment rights or to act as an intermediary or facilitator of transactions.
4. In providing our services, we are entitled to assume that your decisions to consider, discuss or negotiate an investment proposal, and therefore any decision you make to enter into an investment transaction is made solely by you based on your own assessment of the transaction and any advice you may receive from dedicated professionals.
5. Nothing we write or say should be construed as an invitation or inducement to participate in any particular investment, nor will we convey any such invitation or inducement to you.
6. It is usual that during the development of our work we need you to provide us with documents that will serve to prove some fact, situation or circumstance or simply to carry out the assignment received. We assume, in good faith, that all documents and information that you provide us with for the rendering of our professional services are truthful and have been obtained by lawful means. However, the responsibility related to the veracity and origin of the documentation and information that you provide us will be yours alone.
7. MQ&M designs the defense strategy based on the facts set forth by the Client and the evidence the Client provides to MQ&M. Therefore, MQ&M is not responsible for failing to take into account facts, circumstances or situations not reported in a timely manner by the Client or reported inaccurately, incompletely or erroneously. It is the Client's duty to hold MQ&M harmless from any liability arising from the lack of verisimilitude of the facts or evidence provided to MQ&M for its defense.
8. Despite the best efforts we can put into our work, it is not always possible to completely satisfy our Client's expectations. We assume, for the Client's benefit, that the matters entrusted to us are complex and require special attention. Thus, we strive to meet the Client's expectations, even if it is sometimes not possible for us to promise specific results or to guarantee that a certain situation will be achieved. Likewise, we do not assume any responsibility to our Client other than professional or technical.
9. The Client-MQ&M relationship is based on trust. Therefore, the Client may withdraw from MQ&M's services at any time, without having to explain the reasons for its decision, leaving all outstanding financial obligations and any other obligations that may arise as a result of its decision. Reciprocally, MQ&M may also withdraw from advising the Client or sponsoring one or more matters whose defense has been entrusted to it, without stating the reasons for its decision, but it will take care to give the Client a reasonable time before making such withdrawal effective in order to allow the Client to resume its defense without prejudice.
10. There are means of defense whose use may cause the application of economic sanctions if the result obtained is adverse to the one who filed it. Such is the case of certain judicial, arbitral and administrative decisions or challenges. It is an understood value that any economic sanction imposed within a process must be assumed by the Client.
11. MQ&M will charge for its services the fees previously agreed with the Client by means of the acceptance of the corresponding proposal of services and fees [www.mq-abogados.pe](http://www.mq-abogados.pe) 2/4 professionals.
12. If no specific fee schedule has been agreed upon, MQ&M will apply the hourly rate system. This system may also be used in combination with other fee arrangements or as a basis for calculating the cost of our services.
13. MQ&M's current hourly rates are expressed in U.S. dollars. In case of choosing to pay our fees in local currency, the selling exchange rate

- published by the SBS, corresponding to the maturity date of the obligation or the date of payment, whichever is higher, will be applicable.
14. MQ&M reserves the right to modify its rates at any time for reasons of inflation, devaluation, competitiveness or any other reason that in its opinion justifies such a decision.
  15. If success fees have been stipulated, these shall accrue when success - partial or total - is achieved and shall be payable in full from that time. For these purposes, success is deemed to have been achieved when the expected result is achieved (not when it is collected by Client), either in the form originally envisaged or in any other equally satisfactory form. In the case of judicial or arbitration proceedings, the successful outcome will be considered to be both a favorable judgement or award - as soon as it is notified to the Client - and any other form of conclusion of the proceedings (i.e. conciliation, settlement, withdrawal, acquiescence, subtraction of the matter, etc.) that leads to an equivalent result, as soon as it is agreed.
  16. Unless expressly agreed otherwise, the success of our assignments takes into account both what we achieve as obligations of third parties in favor of our Client, as well as the obligations from which we release our Client towards third parties; without the possibility that, for the purposes of our fees, the totally or partially positive results for the Client are disregarded, discounted, compensated and/or annulled with those that are totally or partially adverse to the Client.
  17. Our invoices are due for payment within thirty (30) days of receipt electronically directly or attached to an email. At the end of this period there will be automatic default, which the Client expressly accepts when approving our proposal of services and fees. Our invoices must be paid by bank transfer to the account indicated in the proposal of services and professional fees.
  18. Unless otherwise instructed, our fees shall be paid by deposit or bank transfer to our current account in USD.
  19. The fees quoted are net of any withholding tax.
  20. If an invoice remains unpaid for more than thirty (30) days, or if payment is not made within fifteen (15) days of a demand for payment on account of fees or expenses and/or disbursements made by MQ&M, we may decline to proceed with our work. In such a case, we may charge for the total amount of work performed up to that date.
  21. Notwithstanding the foregoing, Client agrees along with our proposal of services and professional fees that MQ&M may apply and charge default interest on amounts that are overdue for more than thirty (30) days. This default interest will be automatic and will be calculated at an annual rate equivalent to 1.2 times the maximum compensatory interest rate allowed by law. This rate is also expressly accepted by the Client. Additionally, from the sixtieth (60th) day after the respective invoice is issued, the Client shall pay a penalty equivalent to the financial cost that the payment of the taxes corresponding to said invoice would have caused to MQ&M.
  22. Notwithstanding what is stated in the proposal of services and professional fees attached to these terms and conditions, MQ&M may issue negotiable invoices and deliver them to the Client together with the commercial invoices to which they correspond or in a subsequent act with maturity thirty (30) days from their date of issue, which shall be accepted in accordance with the legislation in force on the matter.
  23. Our invoices will describe the main items of work carried out during the relevant period. More detailed information may be provided by prior agreement through attachments.
  24. All rates, quotations or estimates we provide to you exclude General Sales Tax (IGV), which will be added to our charges and any disbursements, if applicable.
  25. All expenses incurred in providing advice to a Client shall be borne by the Client. [www.mq-abogados.pe](http://www.mq-abogados.pe) 3/4 These expenses include registration, notarial, judicial and administrative fees and/or duties, notification slips, translations, travel expenses and any other expenses required by the matter entrusted to the Client.
  26. The Client may either send us a fund for expenses on account, or reimburse us for expenses incurred at his own expense. We prefer the former. However, if the reimbursement is by reimbursement, we must consider a surcharge of 4% for the administration of these. There are certain expenses that cannot be supported by invoices (mobility, for example). If the Client requires MQ&M to invoice them, the corresponding taxes (Income Tax and IGV) will be added to the invoice.
  27. MQ&M reserves the right to terminate the consultancy or sponsorship contract with the Client on ethical or moral grounds without liability.

28. If it is agreed that we may use images, documentation databases or other technological support in relation to a matter, this will be charged separately at an agreed rate.
29. We reserve copyright in all documents we write in connection with a matter, but we grant you license to use these documents for your own purposes.
30. If it is agreed that we may instruct outside professionals (such as consultants, foreign lawyers, translators, accountants or other experts or agents) on your behalf, you will be responsible for paying their fees. Consultants' fees may be included in our invoices. In the case of other professionals it is likely to be preferable for the contract with them to be entered into directly by you with them, although we would normally make the arrangements and deal with the professionals for you. However, if you instruct us to enter into any contract with professionals, we will include their fees in our own invoices. If fees are given for substantial sums we may ask you to pay them on account.
31. For purposes of know-how, training and academic activity without disclosing the parties involved we may retain and use copies of research materials, opinions, reports, procedural acts etc. of ourselves, consultants or third parties, which we have generated or obtained in the course of performing our work for you. These materials are kept confidential and no one (outside MQ&M) may have access to them.
32. We may periodically send you information about this, including brochures and press releases and invitations to seminars or lectures, if we believe it will be of interest to you. You agree that we may send you such information by mail or electronically.
33. We will ensure the security and confidentiality of the personal data provided by you for the execution of the professional assignment received.
34. All information provided to us that is under the scope of coverage of Law 29733 will be subject to automated processing and incorporated into one or more databases of which MQ&M is the owner and responsible.
35. You expressly acknowledge and agree that MQ&M may share your personal data with third parties, provided that their participation is necessary to fulfill the provision of our services.
36. Our privacy policy assures you the exercise of the rights of information, access, updating, inclusion, rectification, suppression or cancellation, opposition and revocation of consent, in the terms established in the Law. At any time, you will have the right to request the exercise of the rights conferred by the Law, as well as the revocation of your consent. Your personal data will be stored in our Customer Personal Data Bank and will remain therein even after the end of our services.
37. Miró Quesada & Miranda has adopted the security levels of protection of personal data required by law. Correspondence with you, as well as all other copies of documentation received or created for you during our work will remain our property. Provided that our invoices for work performed have been paid, upon your request, we will certainly provide you with copies of the relevant documents. If the requested copy is extensive, you agree to pay for the cost of the copies.
38. At the end of our work you will have the right to indicate which of the documents belonging to you, handed over by you to us during the course of the work, you wish to have returned to you. It is impossible for [www.mq-abogados.pe](http://www.mq-abogados.pe) 4/4 us to keep in storage indefinitely all the documents generated during all the matters we handle, so we may destroy the files and documents generated during our work for you at any time after the third year of receipt of such documents or after our last invoice has been issued.
39. MQ&M has a range of national and international clients to whom it advises on a variety of matters. Although we hope that this will never happen, an adverse relationship could develop in the future between you (or a member of your corporate group) and one of MQ&M's other clients. If we are not representing you in the matter in which you (or a member of your corporate group) and the other MQ&M client have adverse interests, you agree that MQ&M may represent the other client, provided that doing so does not give rise to a professional conflict of interest. It is for this reason that our services are personal, and do not extend to third parties. While we represent you, you will not give us confidential information concerning any third party, including other members of your business group that does not relate to matters for which we have been retained.
40. MQ&M's member attorneys are governed by rules of professional conduct and principles of ethics that are dictated by the Bar Associations in the various jurisdictions in Peru. While the rules in the various jurisdictions are similar,

they are not identical. Only the rules in effect in the specific jurisdiction in which the MQ&M lawyers representing them are acting are applicable to those lawyers.

41. These terms and conditions, as well as the proposal of services and professional fees to which it is attached, are governed by the laws of the Republic of Peru and represent from the acceptance of the first a perfect contract of services between MQ&M and the Client.
42. Any controversy between the Parties shall be settled by arbitration at law through a sole arbitrator, according to the rules in force of the National and International Arbitration Center of the Lima Chamber of Commerce; to whose rules, administration and decision the parties submit unconditionally, declaring to know and accept them in their entirety. The arbitration shall have its seat in Lima, Peru. In any case, the arbitration costs shall be borne by the Client. However, MQ&M may sue the Client exclusively for the collection of fees (whether or not represented by a security) in the courts of the Client's domicile, in the courts of the Judicial District of Lima, or in arbitration as indicated in the preceding paragraph, at MQ&M's option.
43. Unless expressly instructed otherwise, our communications may be done by e-mail.

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