

Special Terms and Conditions for Global Engagements where a WTS Global member firm in Spain is involved

The following are Special Terms and Conditions (“Special Terms and Conditions”) as defined in WTS Global’s Engagement General Terms and Conditions (General Terms & Conditions).

These Special Terms and Conditions apply to Global Engagements where our WTS Global Member Firm in Spain is involved as a Participating Firm.

To the extent there is any inconsistency between these Special Terms and Conditions and WTS Global’s General terms and conditions for global engagements (“General Terms and Conditions”), these Special Terms and Conditions will prevail.

1 Definitions

1.1 For the purposes of these Special Terms and Conditions, the definitions set out in the General Terms & Conditions apply.

1.2 In addition the following definitions apply to these Special Terms & Conditions:

“**WTS Global Member Firm in Spain**” means Arco Abogados Y Asesores Tributarios and any of its subsidiaries.

2 Identification of Client

2.1 In order to comply with applicable Anti-Money Laundering regulations enacted to comply with Law 10/2010, of April 28, on the prevention of money laundering and terrorist financing, as well as the Regulations that develop it, WTS Global Member Firm in Spain must comply, in any case, with the obligations established in the aforementioned regulations and specifically undertakes to apply due diligence measures to the end customer in accordance with the provisions of Article 8 of the Law and 13 of its Regulations, and must observe the following:

Immediately forward, when requested by WTS Global Member Firm in Spain, copies of the following customer identification documents:

2.1.1. An excerpt from the Chamber of Commerce or Trade register or statutes of the End Client;

2.1.2. A copy passport of an authorized representative (mentioned on the excerpt or via a Power of Attorney) of the End Client;

2.1.3. A corporate structure chart of the End Client;

2.1.4. An excerpt or proof of registration of the Ultimate Beneficial Owner(s) (hereinafter referred to as “UBO” or UBOs) in a register of the End Client;

2.1.5. Identification of the UBO(s) (preferably a copy of each board member’s passport data page) (25% or more control or shares) however, only their given full name will also suffice; including place of residence and country; as well as Politically Exposed Persons (hereinafter referred to as “PEP”) of the End Client;

2.1.6. In the event there is no UBO, then identification of the Board of Directors (preferably a copy of each board member’s passport data page), however, only their given full

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name will suffice together with their place of residence, country + PEP

2.1.6.1. If the End Client is a stock-listed entity, then clause 2.1.6 should be ignored;

2.1.7. An additional Yes/No answer is required for the following questions:

2.1.7.1. Does the End Client globally comply with his/her tax obligations?

2.1.7.2. Has your End Client ever been refused by a service provider for a similar kind of transaction?

2.2 Depending on the information received, WTS Global Member Firm in Spain may have to conduct an extra (enhanced) research and ask further questions in order to be compliant with the Spanish law and policies as well as to be able to make an accurate risk analysis.

2.3 Where WTS Global Member Firm in Spain acts as a Participating Firm, the steps that have to be taken to confirm the identity of the Leading Firm's client (End Client), directors and beneficial owners may differ depending on the jurisdiction of the client and on its profile.

2.4 Likewise, WTS Global Member Firm in Spain undertakes to immediately notify the Leading Firm in writing if, during the course of providing the service to the client, any event or transaction is observed, regardless of its amount, which, by its nature, may be related to money laundering or financing of terrorism, in order to carry out the corresponding analysis and, if necessary, make the respective communication to SEPBLAC (Spain's Financial Intelligence Unit).

3 Termination of an Agreement

No Party may terminate an agreement by the mere fact that the Party or any given debtor has been declared insolvent or has entered into some arrangements with its creditors.