

STANDARD TERMS AND CONDITIONS

1. Introduction

These Standard Terms and Conditions (the “**Terms**”) will apply to any services that Alantra (as defined below) will provide to you (“**you**” or the “**Client**”) whether or not such services are subject to a separate mandate or engagement letter (the “**Engagement Letter**”, and the Engagement Letter together with these Terms, the “**Agreement**”). The terms of any Engagement Letter shall prevail to the extent that they are inconsistent with these Terms and will supersede any previous standard terms and conditions.

These Terms shall also apply to any future contractual relationship related to or in connection with the Engagement Letter even if these Terms are not expressly referred to in collateral contracts.

Please signify your agreement to the provisions of these Terms by signing and returning the enclosed duplicate copy. These Terms shall commence with immediate effect upon the Client’s receipt of the same.

2. Our Relationship with You

Alantra, LLC (“**Alantra**” or “**we**” or “**us**”) will provide to you such services as are described in the Engagement Letter (if any) or otherwise agreed between us (the “**Services**”).

Alantra is a subsidiary of Alantra Partners, S.A., a Spanish company domiciled at Calle Jose Ortega y Gasset no. 29, 28006 Madrid (Spain), registered with the commercial registry of Madrid, trading on the Madrid and Barcelona stock exchanges, registered with the Spanish stock market regulator (CNMV), holder of Spanish tax identification code (CIF) A81862724, and identified with LEI number 95980078NDTDLTDH6130.

Alantra Partners, S.A develops through affiliates and subsidiaries (the “**Alantra Group**”) its business in different countries. As part of the Alantra Group, we may appoint one or more members of the Alantra Group, or such other person or persons as we think fit to act as agent, delegate, sub-contractor or otherwise in connection with or pursuant to the Services. Nevertheless, only the legal entity specifically defined above as “Alantra” will be liable and responsible to you for the performance of the Services and our other obligations in the terms set forth in these Terms and the Engagement Letter. Accordingly, such liability and responsibility will not extend to any other legal entity of the Alantra Group as further described in clause 4 below.

We will provide the Services to you as an independent contractor and not as your employee, agent, partner, or joint venture. Neither you nor we have any right, power or authority to bind the other.

You agree that your relationship is with Alantra and not with any individual who is a member, shareholder, partner, director, officer, principal or employee of Alantra, Alantra Partners, S.A. or any Alantra Group entity (each, an “**Alantra Person**”) who will therefore not assume any personal liability, to the extent permitted by law.

We will not be responsible: (i) for giving or obtaining commercial advice or any advice or services in areas which are outside our expertise, such as that normally carried out by a legal, accounting, tax, insurance or environmental adviser, or where you will (or customarily would) have other advisers involved; and (ii) for those matters for which you have agreed to provide or procure services by persons other than ourselves.

We shall not provide investment advice in the form of personal recommendations and therefore if you choose to enter into transactions in relation to the provision of our Services, you do so in reliance solely on your own judgement and we make no assessment of the suitability of such transactions for you.

In providing the Services, we assume that all your directors and other officers and employees named by you from whom we receive instructions are duly authorized to give any such instructions. We are authorized to do anything which is reasonable or necessary either for us to perform the Services or to comply with any applicable laws, rules, regulations, authorizations, consents or practices as may be reasonable or appropriate.

References in these Terms or in the Engagement Letter to “Alantra”, “we” and “us” shall, save where the context otherwise requires, include any such companies, affiliates, agents, delegates or subcontractors.

3. Fees and Expenses

In consideration of the provision of the Services by Alantra and the rights granted to you under this Agreement, you shall pay the fees set out in writing in the Engagement Letter in accordance with the terms of this Agreement.

ALANTRA

In addition, you shall reimburse Alantra for all reasonable and justified expenses incidental to, or incurred in connection with, the transaction(s) or matter(s) in respect of which the Services are provided which will be billed from time to time. Generally, these represent travel, accommodation, printing, word processing, third party research and data, external legal counsel, telecommunications, courier costs and other out of pocket expenses that support the engagement.

You shall pay your own fees and expenses incurred in connection with the transaction(s) or matter(s) in respect of which the Services are provided, including without limitation, those related to your legal counsels and accountants, the cost of any due diligence investigations conducted by third parties commissioned by you, the cost of any investor presentations, fees, and printing costs.

All amounts payable to us shall be paid free and clear of, and without any deduction or withholding for or on account of, any current or future Taxes (as defined below). If applicable, all amounts charged will be invoiced to you together with applicable Taxes that may be payable in addition to the amounts charged to you. In considering whether certain Taxes are applicable, we will need to rely on information provided by you. If, as a result, invoices omit any Taxes which are later found to be applicable, you agree to pay the amount of such Taxes, including any penalties or interest arising from the initial failure to pay the relevant Taxes.

“**Taxes**” for the purpose of this clause shall mean any taxes on sales, services, use, and excise, and any other taxes, levies, duties, and charges of any kind imposed by any federal, state, or local governmental entity or any taxing authority thereof (including without limitation any interest, penalties, or similar liabilities with respect thereto).

All amounts invoiced to you shall be payable within 30 calendar days of presentation of our invoice.

4. DISCLAIMER; EXCUSED PERFORMANCE; LIABILITY

ALANTRA HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, WHETHER ORAL OR WRITTEN, AND WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, WITH RESPECT TO THIS AGREEMENT OR THE SERVICES OR DELIVERABLES PROVIDED HEREUNDER (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, ACCURACY, COMPLETE-NESS, TITLE, WORKMANSHIP, OR FITNESS FOR A PARTICULAR PURPOSE). ALANTRA EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY ALANTRA, OR ANY OTHER PERSON ON SUCH PARTY'S ALANTRA'S BEHALF.

NEITHER YOU NOR ANY OTHER PARTY MAY RECOVER FROM US, WHETHER ARISING IN CONTRACT OR IN TORT, UNDER STATUTE OR OTHERWISE, ANY AMOUNT WITH FOR ANY LOSS OF PROFIT, LOSS OF DATA OR LOSS OF GOODWILL, OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CLAIMS ARISING OUT OF THESE TERMS OR THE ENGAGEMENT LETTER OR OTHERWISE RELATING TO THE SERVICES, WHETHER OR NOT SUCH LOSS OR DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ALANTRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Neither you nor us shall be liable to the other party for any delay and/or failure to perform in accordance with these Terms and the Engagement Letter if such delay and/or failure are caused by force majeure or otherwise as a result of events beyond the reasonable control of that party (including, without limitation, fire, flood, health crises and pandemic, lockdowns, legitimate strikes, acts of government).

OUR AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE, HOWEVER CAUSED, SUFFERED BY YOU (OR BY ANY OTHER PARTY) ARISING FROM OR IN CONNECTION WITH THE SERVICES, SHALL BE LIMITED TO THE AMOUNT SPECIFIED IN THE ENGAGEMENT LETTER, IF ANY, OR IF NO AMOUNT IS SPECIFIED THERE, TO THE FEES PAID OR PAYABLE TO US IN RESPECT OF THE SPECIFIC SERVICE GIVING RISE TO THE LIABILITY IN ACCORDANCE WITH THE TERMS OF THE ENGAGEMENT LETTER.

YOU SHALL MAKE ANY CLAIM RELATING TO THE SERVICES OR OTHERWISE UNDER THE ENGAGEMENT LETTER NO LATER THAN 4 YEARS AFTER THE COMPLETION OF THE SERVICES OR THE DATE IN WHICH OUR ENGAGEMENT IS TERMINATED.

ALANTRA

THE ABOVE AGREED DISCLAIMER OF DAMAGES AND LIMITATION ON LIABILITY WILL NOT APPLY IN THE CASE OF GROSS NEGLIGENCE, FRAUD OR CRIMINAL MISCONDUCT BY US.

Any responsibility on our side shall be assumed by the legal entity of the Alantra Group that has signed the Engagement Letter and, accordingly, you may not make a claim or bring proceedings relating to the Services or otherwise under these Terms or the Engagement Letter against any other company of the Alantra Group or any Alantra Person.

Subject always to the aggregate limitation on our liability as per this clause, if we are liable to you under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, our liability to you shall be several (and neither joint nor joint and several) with such others, and shall be limited to our fair share of that total loss or damage, based on our contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

We accept the benefit of the limitations in this clause on our own behalf and as agent and trustee for each and all other Alantra Persons who may be or might have been involved in delivering the Services and the involvement of any such Alantra Persons in the delivery of the Services is on the basis of your acceptance of these limitations.

5. Indemnity

Given that we and the Alantra Persons will act *vis-à-vis* third parties as an intermediary to the Client in the transaction(s) or matter(s) in respect of which the Services are provided following the Client's instructions, you shall indemnify us and the relevant Alantra Persons (each, an "**Indemnified Party**"), to the fullest extent permitted by applicable law against any and all losses, claims, damages or liabilities (or actions in respect thereof) relating to, or incurred in connection with, such transaction(s) or matter(s) and will reimburse any Indemnified Party for all expenses (including reasonable legal fees and expenses) as they are incurred in connection with the investigation, preparation or defence of any such action or claim, except where a court of competent jurisdiction has rendered a final judgment that such action or claim resulted primarily from our gross negligence, fraud or wilful misconduct.

6. Consents and Regulatory Undertaking

You confirm that (save as disclosed to us in writing) you have maintained, and agree that you will maintain, all necessary consents and authorisations for us to carry out the Services and for the transaction or matters contemplated by the Engagement Letter and these Terms to be implemented in full. You agree that, in so far as may be relevant to the Services you will comply with all applicable laws and regulations in any relevant jurisdiction.

To the best of your knowledge, neither you, any of your affiliates nor any of its respective directors, officers, or employees (i) is currently the target of any international economic or financial sanctions or trade embargoes administered or enforced by the U.S., the United Nations Security Council, the European Union or other applicable sanctions authority ("**Sanctions**"); (ii) is engaged or has been engaged (within the previous five (5) years) in any dealings or transactions prohibited by Sanctions; (iii) is under administrative, civil or criminal investigation for an alleged violation of, or receive notice from or made a voluntarily disclosure to any competent authority that enforces Sanctions, anti-money laundering laws or anti-corruption laws; and (iv) will use the funds received in the transaction or matters contemplated by the Engagement Letter and these Terms, directly or indirectly, for the benefit of activities or parties subject to or in violation of Sanctions, including anyone listed on Sanctions lists. You shall promptly inform us in writing (email shall suffice) if you have breached the representation and warranty above or if you have reason to believe that such representation and warranty has been breached.

7. Information, Deliverables and Publicity

You will furnish or cause to be furnished to us such information as we believe appropriate to carry out the Services and for the transaction or matters contemplated by the Engagement Letter and these Terms to be implemented and you will provide us with access to your officers, directors, employees, auditors, counsels and

ALANTRA

other representatives.

You will provide us with such assistance and information as may be necessary (including without limitation, where relevant, the provision of identification documents) to enable us to comply with our obligations under any applicable law or regulation and, especially, under know-your-client (KYC) and anti-money laundering (AML) legislation.

It is also important that you tell us of any changes in, or corrections to, such information as well as of any changes in your policies which are relevant to the Services, as soon as they occur.

We will, and are entitled to, rely on the accuracy and completeness, without independent verification, of any information that we receive in connection with this engagement. You will be solely responsible for the content of the information furnished to us that is used in the course of our engagement and it should not be understood that we, through the preparation of documents regarding the transaction or matters contemplated by the Engagement Letter and these Terms (hereinafter the "**Deliverables**"), guarantee the completeness or accuracy of the content of such Deliverables.

The Deliverables are provided solely for your benefit and use. You agree that you shall not, without first obtaining our prior written consent, use our Deliverables, in whole or in part, for any purpose other than the specific purpose for which they were prepared, nor disclose it to any person other than to your other professional advisers who are advising you in connection with the transaction or matter to which the Services relate and who are bound to keep such Deliverables confidential. Such advisers may not rely on our advice except with our prior written consent. For the avoidance of any doubt the term Deliverables includes, but is not limited to, reports, advice, memoranda and financial models prepared by us in connection with the Services.

The criteria used to prepare the Deliverables may be based on estimates of future results and in light of the inherent uncertainties of any information concerning the future, some of these estimates may not be accurate and the hypotheses included in our Deliverables might not materialize as defined therein. Also, the Deliverables are based on current economic and market conditions and, in case these vary in the future, the Deliverables should be revised. In light of the foregoing, neither we nor any Alantra Person, auditors, counsels and other representatives accept any responsibility whatsoever for any harm or loss that, directly or indirectly, may derive from the decisions that are adopted based on the Deliverables, nor of the use that the recipients make of the Deliverables.

We retain ownership of the copyright and all other intellectual property rights in the Deliverables whether oral or tangible, and ownership of our working papers.

You acknowledge and agree that we may describe or refer to our involvement in any transaction resulting from this engagement and the Services rendered in any advertisements placed in financial or other newspapers and journals (at our expense) and in any pitch, presentation or other such similar marketing materials which the Alantra Group uses as part of its ordinary course of services, in the web page of the Alantra Group and in its annual reports.

8. Confidentiality

In the course of our engagement, you may provide us with information which is not available to the general public. We will treat this information as confidential and agree not to disclose it without your prior written consent.

This confidentiality undertaking does not apply to: (i) Information which is or becomes publicly available otherwise than as a result of a breach of this undertaking by us; (ii) Information which was already in our possession; and (iii) Information required to be disclosed by law or the rules of any regulatory authority with which we or our relevant representatives are required to comply.

We reserve the right to disclose any information to our professional indemnity insurers or advisers.

9. Full Services Firm

The Alantra Group is engaged in asset management and securities trading and brokerage, as well as providing capital markets and financial advisory services. As required by applicable laws, regulations and necessary and appropriate internal policies, the Alantra Group has in place "Chinese wall" procedures generally separating sales, trading and asset management areas of the firm from financial advisory. Accordingly, in the ordinary course of Alantra Group's trading, brokerage, financing services and asset management, the Alantra Group may

ALANTRA

at any time manage, hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt or equity securities or loans of any company that may be involved in the transaction. It is further agreed that, to the fullest extent permitted by law, this engagement and the transactions contemplated hereunder do not give rise to any duties (including, without limitation, fiduciary, equitable, or contractual, and including any duties of confidentiality) which would preclude or limit in any way the ability of the Alantra Group to provide similar services to other customers, or otherwise to act on behalf of other customers; provided that no confidential information about you or obtained from you may be disclosed to or used by such other teams acting on behalf of such other customers. The Client acknowledges and agrees that, by reason of law or duties of confidentiality owed to other persons or the rules of any regulatory authority, the Alantra Group may be prohibited from disclosing information to you (or such disclosure may be inappropriate), including information as to the Alantra Group's possible interests as described in this paragraph and information received pursuant to client relationships.

Where a party has engaged us to deliver services before you have done so and subsequently circumstances change, we may consider that, even with Chinese Walls operating, your interests are likely to be prejudiced and we may not be satisfied that the situation can be managed. In that event we may have to terminate the agreement with you and we shall be entitled to do so on notice taking effect immediately on delivery but we shall consult you before we take such step.

10. Conflict of Interest

Circumstances may arise where our interests, or those of our staff, conflict with your interests or where your interests compete with those of our other clients. We have in place a conflicts of interest policy and arrangements to identify and prevent or manage conflicts of interest that arise between ourselves or our employees and our clients, between our affiliates and subsidiaries in the Alantra Group and between our different clients. However, these may not always be sufficient to ensure, with reasonable confidence, that the risk of damage to your interests will be prevented. Where we do not consider that the effective organisational or administrative arrangements established under our conflicts of interest policy are sufficient to prevent or manage a particular conflict so to ensure that the risk of damage to your interests will be prevented, we will inform you of the general nature of the conflict and the steps taken to mitigate those risks.

11. Termination

Either of us may terminate the arrangements between us by giving the other a fifteen (15) day prior written notice which shall be effective upon receipt, or, if it is received on a day that is not a business day, then the next business day.

All accrued rights and liabilities of the parties hereunder, or under the Engagement Letter (including, without limitation our rights to receive fees and expenses) and the terms of Clauses 3, 4, 5, 6, 7, 9, 12 through 15, shall survive and remain in full force and effect, notwithstanding any termination or expiry of these Terms.

12. KYC and Anti-Money Laundering

In accordance with applicable U.S. federal laws and regulations, as a financial institution, we are required to obtain, verify and record certain information to confirm your and your related individuals' identity. Therefore, you acknowledge and undertake to provide such specific information and documentation as reasonably requested by us to comply with our legal obligations, including but not limited to names, addresses, dates of birth, entity formation details, ownership information, and government-issued identification, including but not limited to driver's license.

We may retain copies of such information and, where required, disclose it to the authorities. We reserve the right to delay, suspend, or terminate our engagement if the requested information is not provided, is incomplete, or raises concerns under applicable Know Your Customer (KYC) or Anti-Money Laundering (AML) requirements.

13. Miscellaneous

These Terms and the Engagement Letter constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto.

ALANTRA

If any of the terms of these Terms or the Engagement Letter shall be held to be invalid, illegal or unenforceable, such term or terms shall be deemed not to form part of our agreement and, without prejudice to the enforceability of the remaining terms provided always that if any such deletion substantially affects or alters the commercial basis of our agreement, the parties shall negotiate in good faith to amend and modify them as may be necessary or desirable in the circumstances.

These Terms and the Engagement Letter may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute the same agreement.

No failure or delay by you or us in exercising any of its rights under these Terms or the Engagement Letter will operate as a waiver of such rights, nor will any single or partial exercise preclude any further exercise of such rights.

The relationship between you and us is that of independent contractors. The details of the method and manner for performance of the Services by Alantra shall be under its own control. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between you and us, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Except as otherwise expressly set forth herein, this Agreement benefits solely you and us, and each of our respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Any notice or consent to be given hereunder or under an Engagement Letter shall be deemed duly served and received upon receipt of a registered letter with acknowledgment of receipt, upon personal delivery via courier service, or upon delivery if e-mail to the addresses and e-mails last notified by you to us and last notified by us to you.

You shall not assign, transfer, delegate, or subcontract any of your rights or delegate any of its obligations under this Agreement without the prior written consent of Alantra. Any purported assignment or delegation in violation of this paragraph shall be null and void. No assignment or delegation shall relieve you of any of your obligations under this Agreement. Alantra may assign any of its rights or delegate any of its obligations to any of its affiliates without your consent.

14. Jurisdiction

Any dispute, controversy or claim arising out of, or in connection with, the Services or these Terms and/or the Engagement Letter (including without limitation any question about their existence, validity or termination or of any non-contractual obligations arising out of or in connection with them) shall be referred to and finally resolved in by the federal or, if such courts do not have subject matter jurisdiction, state courts of the city of New York NY. Each party (a) irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and (b) agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

15. Governing Law

The governing law of these terms of business shall be the laws of the State of New York, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

[Signature page follows]

ALANTRA

Alantra LLC

Name:
Authorised signatory

Agreed and accepted,

Client:

Name:
Authorised signatory