



GENERAL CONTRACTING TERMS

These general contracting terms will apply to any professional services provided by Senn, Ferrero Asociados Sports & Entertainment, S.L.P. ("Senn, Ferrero Asociados") in addition to any specific agreements executed by Senn, Ferrero Asociados and the Client (the "Proposal"), and will prevail over the latter in the event of a conflict. The "Client" is the party receiving the Proposal.

In the present terms and conditions, the terms "us", "our" and others refer to Senn, Ferrero, Asociados Sports & Entertainment, S.L.P., with registered address at Plaza de la Lealtad, 3 5ª Planta, 28014, Madrid, including its branch offices. In turn, "Senn, Ferrero Asociados entities" will refer to Senn, Ferrero Asociados Sports & Entertainment, S.L.P and its subsidiary companies and firms (excluding any associate entities or allies); any reference to "individuals" will be presumed to refer to partners, consultants or employees of Senn, Ferrero, Asociados. "The SFA Code of Ethics and Conduct" is the highest internal norm from which all Senn, Ferrero Asociados' internal policies and rules of conduct emanate to ensure ethical and responsible management. It has been developed taking into account the firm's legal, tax, economic and accounting advisory activities, as well as the industries in which it operates. Its objective is to provide a deontological guide to all the people who are part of Senn, Ferrero Asociados to know and facilitate the commitment with the ethical values, principles and guidelines of conduct that should govern their professional activity in the provision of the service. The SFA Code of Ethics and Conduct is available at the following address Code of Ethics and Conduct - Senn Ferrero.

1. SCOPE OF APPLICATION

- 1.1 The Parties in the legal relationship for provision of services are Senn, Ferrero Asociados and the Client. These Services will be deemed as solely and exclusively provided to the Client, and may not be assigned by the latter to third parties or used by different persons, unless Senn, Ferrero Asociados has previously provided its express and written authorisation.
- 1.2 The holder of any legal relationship with Senn, Ferrero Asociados is the company Senn, Ferrero Asociados Sports & Entertainment, S.L.P., which will hold any rights and obligations inherent to the exercise of its professional activity, irrespective of the participation of other Senn, Ferrero Asociados entities and any professionals and specific employees through which the Services are provided. Senn, Ferrero Asociados will be fully liable for any Services provided in its name by other Senn, Ferrero Asociados entities or professionals or employees of Senn, Ferrero Asociados.

2. SERVICES

- 2.1 Senn, Ferrero Asociados will provide the Services to the Client that are specified in the Proposal issued for each specific task or matter. Any change in the Proposal must be agreed between Senn, Ferrero Asociados and the Client and recorded in writing.
- 2.2. Any decision as to execution, follow-up or implementation of the advice, counselling, opinion or recommendation made by Senn, Ferrero Asociados further to its Services will exclusively belong to the Client, who will adopt it at its sole risk.

3. PARTICIPATION OF OTHER PROFESSIONALS OUTSIDE SENN, FERRERO ASOCIADOS

- 3.1 Unless otherwise expressly agreed, the Services will be exclusively limited to the Spanish jurisdiction.
- 3.2 Should other firms get involved, which do not belong to Senn, Ferrero Asociados or which belong to other external advisors outside Senn, Ferrero Asociados (the "External Professionals"), unless otherwise expressly agreed, (i) Senn, Ferrero Asociados's involvement in the matter in



question will be limited to coordination and contact with the External Professionals; (ii) any fees incurred by Senn, Ferrero Asociados will be in addition to those incurred by the External Professionals; and (iii) Senn, Ferrero Asociados hereby waives all liability for the advice provided to the Client by External Professionals.

4. WORK TEAM

Without prejudice to a Proposal specifying the professionals or employees assigned to the Client or matter in question, Senn, Ferrero Asociados, if deemed appropriate or necessary according to the needs of the Client or matter, may replace any of the foregoing or change the number of professionals or employees assigned to the Client or matter.

5. PROFESSIONAL FEES

5.1 The fees applied to any Services provided to the Client will be established in the Proposal, following the calculation criteria established therein.

5.2 Hourly rates will be reviewed at least once a year.

5.3 All fees and expenses will be subject to VAT or other similar tax, as applicable.

5.4 All estimates or expected fees will be provided in good faith. All estimates or expected fees do not include VAT or other similar tax, or expenses, unless otherwise provided.

6. COSTS, DUTIES AND SURCHARGE

6.1 Any costs incurred, such as consultancy, travelling, messenger service, court costs, registration fees, search costs, printing and binding, and searches conducted on databases will be invoiced along with our professional fees.

6.2 The hiring of services from other advisors or suppliers (such as other law firms, court experts, patent agents and real estate agents) will be carried out in your name and you will be responsible for paying their fees, in addition to ours. Any invoices of these third party professionals will be directly issued to you.

6.3 All professional fees and expenses will be subject to VAT or other similar tax, as applicable.

7. PAYMENTS ON ACCOUNT

We may request that you make payments on account of costs and expenses incurred when filing a case, and gradually as progress is made in the work or if the amounts delivered on account are gradually used up. The remaining balance of these amounts will be deducted from our final invoice or, at our own choice, from any invoiced amounts on account, in which case we may request the payment of additional amounts to cover future expenses.

8. INVOICING

8.1 Unless otherwise agreed by the parties, any invoices issued by Senn, Ferrero Asociados will be payable on sight, in the currency and other conditions contained therein. Senn, Ferrero Asociados reserves the right to request default interest if payment of invoices is delayed with respect to their due date.

8.2 Any objection to an invoice from a Client will be forwarded to the partner at Senn, Ferrero Asociados who is in charge of the matter, as soon as possible. In this case, payment of the invoice amount not challenged should be settled.

8.3 If advance payments are made, or payments on account, by the Client further to the Proposal and if, for any reason, upon completion of the Services there is credit in favour of the Client, Senn, Ferrero Asociados will immediately return the same, following the Client's instructions to this effect.

8.4 If payment is not made within the period of time specified, whether in relation to an invoice or as payment on account, we hereby reserve the right to inform you, at least seven days in advance, of our refusal to continue representing you until payment is made, or of our decision to no longer represent you, in either case with respect to the matter referred to in the invoice or fund provision request in question, as well as any other related matters. In such case, we will issue an invoice for the work executed to date that is still outstanding.



Furthermore, we hereby reserve the right to levy interest over the amounts invoiced and not paid, one 30 days have transpired, at an interest rate of 3% more than the monetary legal interest rate published by the Bank of Spain. In certain cases, we may withhold your funds and documents until our invoices are settled.

- 8.5** Payment may be made by a bank or cashier's cheque, in either case drafted against a Spanish bank, or by transfer. Unless otherwise agreed, payment will be made to Senn, Ferrero Asociados. All invoices will be paid in their own currency, unless otherwise agreed. If invoices are not paid in their currency, we may request that you bear the cost of any negative differences arising from exchanging the amounts received into the currency of the invoice in question. Furthermore, you will bear any transfer costs related to payment of our invoices, which will therefore be free of any bank fees or commissions or brokerage costs.

9. OUTSTANDING MATTERS

If any matters is not executed to completion, an invoice will be issued for the work carried out, along with applicable VAT or similar tax. Furthermore, an invoice will be issued for any costs incurred.

10. INFORMATION, COMMUNICATION AND DATA PROTECTION

- 10.1** All the information that you provide must be, to the best of your knowledge and belief, complete, exact and updated and you must submit it as soon as possible. Likewise, you must also notify us as soon as possible of any changes to that information and of any other new circumstances that may be relevant for our work.
- 10.2** In the event that you submit information that can only be used after complying with certain legal requirements, such as relevant or privileged information, you must notify this.
- 10.3** With the signature of this document, you are giving your consent to the process of all the personal data provided by you and your agents, referred to your personal data and other data for

possible third parties – like, for example, information about your employees that you submit as contact data for your company –. This data will be stored in a data base belonging to SENN FERRERO ASOCIADOS, registered in Madrid at Plaza del Lealtad 3 – 5º, 28014 Madrid, with (Spanish) tax code number B- CIF B86105814, telephone number 91 91 701 00 10, and email address sf@sennferrero.com.

The data will be processed for the following purposes:

a) To uphold commercial relationships and to facilitate provision of agreed services and any other services which may be contracted at a later date.

b) For marketing, distribution of newsletters and technical notifications related to our activity., if you give us your authorization.

c) FOR THE PURPOSES OF LEGITIMATE INTEREST, under the provisions of article 19 of the LOPDGDD and article 6.1.f) of the EU Regulation 2016/679, with regard to the contact data, function or positions held by natural persons who provide services in a legal entity, referred only to the data necessary for their location and used in order to keep contractual relationships in relation with the legal entity in which the affected person provides their services.

d) PURSUANT TO 6.1.c) RGPD AND ARTICLE 8.1 LOPDGDD, when the treatment is necessary for the fulfilment of a legal obligation to be executed by the Data Controller, which is imposed by a rule of Law of the European Union or Spain, that may determine the general conditions of the treatment and the types of data object of the same, as well as the transfers that proceed as a consequence of the fulfilment of such legal obligation.

DATA SUBJECT RIGHTS: You can exercise your rights to access, rectification, erasure, objection, restriction of processing and data portability by sending an email to sf@sennferrero.com or javier.ferrero@sennferrero.com, or writing to Plaza del Lealtad 3 – 52, 28014 Madrid.



ADDITIONAL INFORMATION: Additional legally required information and, in particular, information about the processing and the recipients of the data, can be accessed at <http://www.sennferrero.com/es/politica-de-privacidad>.

In compliance with (Spanish) Law 34/2002 of 11 July on Information Society Services and Electronic Commerce (henceforth LSSI), by accepting this privacy policy you are expressly giving your consent for messages and disclosures to be sent to you electronically. You may opt out by sending an email to the email address indicated above.

- 10.4** As you know, electronic communications may not be secure, free of viruses nor received correctly. In that sense, you assume the risk that the electronic communications may be intercepted, not received, delayed, received in a corrupt form or received by persons other than their addressees, unless we have incurred in gross negligence or wilful misconduct. In the event that you have established certain security requirements for sending documents which you would like us to meet, please notify us.
- 10.5** Telephone and email communications can be supervised in accordance with the applicable legislation and regulations.
- 10.6** You can exercise your right to access, rectify and remove the data, as well as other rights, as explained in the additional information, vis-à-vis the File Controller by writing to sf@sennferrero.com and identifying yourself with a photocopy of your identity document, passport or residence permit.

You can check the additional and detailed information on data protection on our website: <http://www.sennferrero.com/es/politica-de-privacidad>.

11. DUTY OF CARE AND CONFIDENTIALITY

- 11.1** In compliance and further to our professional services, we will be liable to you as a lawyer is ordinarily liable to its client, including a duty of

care and duty of secrecy and confidentiality, in any case subject to mandatory provisions.

- 11.2** Unless otherwise agreed or if legal or regulatory restrictions apply, you hereby agree that any confidential information provided may be shared with other Senn, Ferrero Asociados entities.
- 11.3** Any Senn, Ferrero Asociados entities receiving information you deem confidential will preserve the confidentiality of such information. Given that all Senn, Ferrero Asociados entities have undertaken this same duty vis-à-vis third parties who are or have been our clients, by contracting our professional services you agree that no Senn, Ferrero Asociados entity will be obliged to disclose or to use to your benefit any confidential information it may have or obtain in relation to another current or potential client.
- 11.4** You hereby agree that our duty of confidentiality to you will be fulfilled with the implementation of the necessary measures guaranteeing that any access to confidential information inside the firm is duly restricted. You hereby agree not to hinder our work for other clients, on the grounds that we hold confidential information you have provided to us.
- 11.5** Any advice provided by a Senn, Ferrero Asociados entity is for your exclusive benefit and will only be provided for the task entrusted. No third party may use, trust or base its conduct on such advice. You hereby agree to not disclose or otherwise enable such advice to be directly or indirectly available to any other person, without our prior written consent (except for other professional advisors assisting you, without this entailing any duty or liability towards them on the part of any Senn, Ferrero Asociados entity), unless this is required by applicable law. Our duty of care to you, as our client, does not cover third parties, unless we have agreed to this in writing.
- 11.6** If general advice is provided, its application to specific circumstances will depend on such circumstances to which it is applied (of which we may be unaware).
- 11.7** Any advice and documentation related to any matter in which we have provided out advice may



be included in our internal database. This will not affect our duty of confidentiality to you.

11.8 As a condition to provide our professional advisory services, we need to have certain professional liability insurance. The insurance policies we have taken out require that we inform insurers as soon as possible of any claim, as well as any circumstances that may amount to a claim. Consequently, you hereby authorise us to disclose to our insurers and/or insurance agents any confidential or secret information.

11.9 Unless the Client has expressly indicated otherwise, the Client will authorise Senn, Ferrero Asociados to publicize its participation in the provision of Services to the Client, as long as confidential information is not disclosed.

12. CONFLICTS OF INTEREST

12.1 Senn, Ferrero Asociados provides its services to a large number of clients, both Spanish and foreign, on a wide range of specialties and matters. Senn, Ferrero Asociados has an internal procedure to check and verify potential conflicts of interest. Nevertheless, if the Client is aware of any circumstance which, in its opinion, could entail a conflict of interest, it will immediately notify Senn, Ferrero Asociados. Furthermore, Senn, Ferrero Asociados will immediately inform the Client as soon as it becomes aware of any conflict of interest that may arise due to subsequent events.

12.2 Senn, Ferrero Asociados may intervene on behalf of any third party (even if such third party's interest are contrary to the Client's interests, both in and out of court), as long as they refer to different matters or issues, unrelated to the matters entrusted by the Client to Senn, Ferrero Asociados (and even if this means acting vis-à-vis the Client or any other entity held by the same), which there being any conflict of interest in such case preventing Senn, Ferrero Asociados from accepting and executing the tasks entrusted in favour of third parties, except in those cases where this is not feasible, under professional rules or ethics regulating the activity of Senn, Ferrero Asociados.

13. REGULATORY COMPLIANCE FOR THE PREVENTION OF MONEY LAUNDERING AND THE FINANCING OF TERRORISM AND PENAL COMPLIANCE

13.1 In accordance with current legislation, law firms must collaborate in the prevention of money laundering and terrorist financing. Therefore, Senn, Ferrero Asociados may request information and documentation accrediting the formal and real identity of the Client as well as the professional or business activity carried out, documentation that will be kept by Senn, Ferrero Asociados during the term established in the regulations for the prevention of money laundering and terrorism financing.

Thus, in order to comply with the internal policies that Senn, Ferrero Asociados has established on the identification of its clients and with the regulations for the prevention of money laundering and terrorism financing, it will be necessary, before the acceptance of the assignment by Senn, Ferrero Asociados or the beginning of the participation of Senn, Ferrero Asociados in the services, that the Client has sent, by the means it deems most appropriate, the documentation accrediting both its identity and its business or professional activity and, if applicable, the identity of the real owners and their control structure.

On the other hand, in exceptional circumstances and in application of the regulations for the prevention of money laundering and financing of terrorism, Senn, Ferrero Asociados may be obliged to inform the Spanish Executive Service for the Prevention of Money Laundering of the existence of any assignment that presents indications or certainty of being related to money laundering or financing of terrorism, without being able to reveal such communication to the Client, and may even have the legal obligation to interrupt the work in the assignment in which it is advising. In this case, Senn, Ferrero Asociados will not be responsible for any damage or delay that may occur to the Client in the fulfillment of the obligations arising from such regulation.

13.2 In accordance with the provisions of Council Directive (EU) 2018/822 of 25 May 2018 (the



"Directive") and the transposition regulations applicable in the corresponding jurisdiction, Senn, Ferrero, Asociados may be obliged, when its actions qualify as those of a "tax intermediary" and the cases of exemption provided for in the Directive and in the transposition regulations are not met, to communicate to the Spanish tax authorities or those of any of the Member States of the European Union where Senn, Ferrero Asociados is established, those cross-border operations in which any of the distinctive signs listed in the annex of the above mentioned Directive are present. This obligation is effective as of June 25, 2018.

13.3 In its commitment to guarantee the highest ethical standards, Senn, Ferrero Asociados has a crime prevention model and a mandatory Code of Ethics and Conduct, which regulates the values and ethical principles that inspire the actions of Senn, Ferrero Asociados and govern the activities of all its employees, partners and members of its administrative bodies. These principles are compliance with the law, confidentiality, integrity in business (sport and non-sport), transparency, excellence, professionalism, trust and social responsibility. The Code of Ethics and Conduct is available at the Senn, Ferrero Asociados website. The Client acknowledges that he/she has read and knows the inspiring principles of the Code of Ethics and Conduct of Senn, Ferrero Asociados and expressly accepts them.

Senn, Ferrero Asociados has a model of Penal Compliance Policy based on the following principles that must be shared by the Clients:

- a) To act in accordance with current legislation and promote a corporate culture of crime prevention and not tolerate the commission of illicit or fraudulent acts in the respective organizations, applying the principles of ethics and responsible behavior.
- b) The existence of effective, permanent and updated control systems at all times.
- c) The establishment of internal rules and procedures for action and decision-making, aimed at preventing persons under their responsibility from holding decision-making faculties that are not subject to control.

- d) To ensure adequate resources and means in order to prevent or detect the possible commitment of crimes.
- e) To carry out appropriate and proportionate training activities.
- f) To transmit the responsibility of all natural or legal persons with respect to the monitoring of potentially illicit conduct from a penal perspective.
- g) The obligation of all persons under their responsibility to report any event potentially constituting a crime, fraud or irregularity of which they are aware and, in particular, any indication or suspicion that a transaction may be linked to money laundering or the financing of illegal activities.
- h) To transmit and maintain a culture of compliance that, with due guarantees of confidentiality and protection of the plaintiff, favors the reporting of possible risks and non-compliance with criminal implications.
- i) To investigate as soon as possible detected events, presumably criminal, guaranteeing the rights, in any case, of the persons investigated, as well as of the plaintiff, if any.
- j) To apply the disciplinary regime in the event of internal non-compliance linked to possible penal offenses.

The Client declares that for the negotiation, formalization, execution and fulfillment of the present contracting of services, no payment, favor, perk or favored treatment has been made to any worker and/or partner of Senn, Ferrero Asociados, nor to any person directly or indirectly linked to Senn, Ferrero Asociados, its partners or employees (directly or indirectly), committing to communicate it immediately in case this happens.

Likewise, Senn, Ferrero Asociados informs the Client of the existence of a complains channel at his disposal at the e-mail address canaletico@sennferrero.com. The Client assumes the commitment to report any behavior, action and omission, contrary to the values of the Code of Ethics and Conduct and the laws, which he/she may become aware of during the term of this provision of services.



14. END OF THE RELATIONSHIP

- 14.1** The Client may deem the provision of Services as ended at any time, without having to give any reason whatsoever.
- 14.2** Subject to compliance with any professional regulations or ethics governing its activity, Senn, Ferrero Asociados may deem as completed any ongoing provision of Services (or may reject the management of one or several specific matters) at any time, with reasonable prior notice, on the grounds of loss of trust, ethics, rules of conduct or others.
- 14.3** In any case, the Client will be obliged to settle all fees and expenses incurred by Senn, Ferrero Asociados until the completion date of the Services
- 14.4** Once provision of the Service has ended, Senn, Ferrero Asociados will not be obliged to provide any additional service or to provide the Client with updated information, opinions, recommendations, advice or counselling derived from regulatory changes or other events occurring after such completion date.

15. LIABILITY OF SENN, FERRERO, ASOCIADOS S&E S.L.P.

- 15.1** Senn, Ferrero, Asociados S&E S.L.P. hereby assumes liability for any Services provided in its name by entities belonging to Senn, Ferrero, Asociados or by professionals or employees belonging to Senn, Ferrero Asociados, whether partners, employee or consultants.
- 15.2** Senn, Ferrero Asociados will be liable to the Client for any damage suffered by the Client for reasons attributable to Senn, Ferrero Asociados or its professionals or employees, as a result of their wilful intent or gross negligence. Outside these cases, Senn, Ferrero Asociados's liability will be limited to the fees incurred in providing the Services to the Client, established in the Proposal or otherwise agreed with the Client, unless such scope is expressly changed in writing in the relevant Proposal. In no event will Senn, Ferrero Asociados be liable for any damage derived from or caused, in whole or in part, by the falsehood,

concealment or other conduct of the Client that indicates wilful intent or negligence, or which is not carried out in good faith, or for any infringements generated by causes beyond its reasonable control.

- 15.3** Senn, Ferrero Asociados's liability will be limited to direct damage (consequently excluding any lost profit, loss of business or damage to reputation), effectively caused to the Client.
- 15.4** Senn, Ferrero Asociados's liability vis-à-vis the Client in relation to the Services will be conditional upon the Client ending a claim in writing, describing in sufficient detail the nature of its claim and amount claimed, within a maximum of three (3) years following completion of the Services, except in the case of wilful intent, where the statute of limitations foreseen by law will apply.

16. INTELLECTUAL PROPERTY

- 16.1** All intellectual property rights over documentation generated and original ideas conceived as a result of providing the Services will be held by Senn, Ferrero Asociados.
- 16.2** The Client, exclusively for its own purposes, may use any documentation generated by Senn, Ferrero Asociados further to provision of its Services. This documentation may not be distributed or access provided thereto to persons other than the Client, unless this is previously authorised by Senn, Ferrero Asociados expressly and in writing.

17. FILE DESTRUCTION

- 17.1** You may at all times (subject to paying all outstanding invoices) request that your documents, held in our files, be returned to you. Nevertheless, you may not request that we destroy all documentation and/or electronic records in our possession. We may keep a complete copy of your file.
- 17.2** All Senn, Ferrero Asociados entities hereby reserve the right to destroy any files and documents related to operations or matters, once a seven-year term has elapsed since the closing



date of the relevant file, unless an independent agreement is reached in writing.

18. ENTIRE AGREEMENT

18.1 These General Terms will replace and cancel any prior agreement between the Client and Senn, Ferrero Asociados. Unless otherwise agreed by the Client and Senn, Ferrero Asociados, these terms constitute the entire agreement between the parties in relation to the professional services entrusted, and will usually be completed with one or more Proposals which, amongst other issues, will include the specific services provided, the team in charge and their professional fees.

18.2 Unless otherwise agreed, these General Terms will apply to any task entrusted by the Client to Senn, Ferrero Asociados in the future.

18.3 Senn, Ferrero Asociados will not be obliged to begin to provide its Services until it receives, for its files, a copy of the Proposal and these General Terms, signed by the Client, and until payment of the fees ensuing from acceptance of the Proposal are paid, in the terms established therein. The provision of instructions to Senn, Ferrero Asociados by the Client will amount to tacit acceptance of these General Terms.

18.4 If any of these terms and conditions is deemed null and void, this will not affect the remaining terms and conditions, which will remain in full force.

19. APPLICABLE LAW AND JURISDICTION.

This agreement and any non-contractual obligations derived from, or arising in relation thereto, will be governed and interpreted in accordance with Spanish law. The Courts of Madrid will be exclusively competent to settle any claim, dispute or difference related to this agreement and any matter derived from the same.

Senn, Ferrero, Asociados S&E S.L.P, 2022 Edition