

Terms and conditions

1. Introduction

These terms and conditions as amended from time to time (the "terms") govern the professional relationship between Elvinger Hoss Prussen, a Luxembourg société anonyme, registered with the Luxembourg Trade and Companies Register under number B209469 and established at 2, Place Winston Churchill, L-1340 Luxembourg (VAT number LU28861577), admitted to the Luxembourg Bar (List V) established in Luxembourg, or its office in Hong Kong, and its clients. The client acknowledges and accepts that Elvinger Hoss Prussen is the only contracting party and that the services will be provided by its partners, counsel, associates, lawyers or employees acting exclusively on behalf of and at the risk of Elvinger Hoss Prussen.

By instructing Elvinger Hoss Prussen in whatever form (notably via electronic communication means), including but not limited by signing an engagement letter or via email correspondence or otherwise, the client agrees to be bound by these terms.

These terms may be altered or overridden in whole or in part through specific provisions (other than clause 13) in the engagement letter or special terms agreed with a client. Unless an engagement letter or special terms amend or override one of the provisions of these terms, the terms shall apply in full to any relationship with a client.

The terms may be amended from time to time at Elvinger Hoss Prussen's sole discretion and the latest version of the terms shall prevail.

2. Confidentiality

We are subject to strict rules on professional confidentiality under Luxembourg law and the rules of the Luxembourg Bar.

We do not disclose any client related information except in the circumstances provided for in the law, our professional regulation, upon the instruction of the client as more fully set out herein or in the Privacy Policy available on our website www.elvingerhoss.lu.

We may use public cloud services from time to time with respect to specific services such as document automation, electronic signature and virtual data room. This will involve the use of infrastructure, platform, software and storage of data in remote physical locations, including outside of Luxembourg. Prior to each use of cloud services, we conduct a due diligence based on industry-accepted security controls related to such services. Even though we encrypt data at rest and in transit, we choose single tenant cloud solutions providing EU-based storage and processing whenever possible.

3. Conflicts of interest

We use our best efforts to avoid any conflicts of interest by following our internal procedures, including reasonable conflict check verifications, and in application of the professional rules of the Luxembourg Bar.

We may, however, accept instructions from other potential clients operating in the same or competing markets and whose commercial interests conflict with those of a client.

Should a conflict of interest nevertheless arise, we will endeavour to resolve that conflict in discussions with the relevant clients and by applying the professional rules applicable in Luxembourg.

If we are unable to resolve a conflict, we may terminate our relationship immediately.

If we cease to act for you because of a conflict, we may act for other clients whose interests are contrary to your own provided that we comply with applicable rules of professional conduct.

4. Limitation of liability

Except for gross negligence or wilful misconduct, liability towards our clients shall in all circumstances be limited to the lower of five

times our net fees actually received in relation to the relevant matter or instruction in connection with which the liability arises or one million euros.

We shall not be responsible for any damages for loss of profits or any indirect or consequential loss or damage or for any loss caused by third-party professionals selected by us on the instruction and/or with the approval of a client. We are authorised, unless otherwise instructed by a client, to accept any limitations of liability of a third-party professional.

5. Anti-money laundering rules

We are subject to applicable anti-money laundering obligations pursuant to which we have to identify our clients. The identification of clients for anti-money laundering purposes is conducted pursuant to our internal know-your-customer procedure, which we reserve the right to amend from time to time depending on the evolution of international and local legal provisions.

We are also held to an obligation of vigilance as a result of which we may have to report a client if we have a suspicion or have reasonable grounds to suspect money laundering or financing of terrorism or any attempt thereof under applicable law or regulation. In such a case, we may not inform the client of the reporting and the legal obligation to report a client overrides our duty to professional secrecy towards the client.

6. Mandatory disclosure rules on aggressive tax planning

The law of 25 March 2020 transposing into Luxembourg law the European Council Directive (EU) 2018/822 adopted on 25 May 2018 amending the Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements (hereafter referred to as "**DAC6 Law**"), imposes on "intermediaries" (within the meaning of the DAC6 Law including lawyers and tax advisers) or as the case may be, the "taxpayers" (within the meaning of the DAC6 Law, potentially our clients or entities owned or controlled by our clients) to report detailed information on certain type of cross-border arrangements to the Luxembourg tax authorities.

The DAC6 Law is applicable as from 1 July 2020 but includes reportable cross-border arrangements whose first step has been implemented between 25 June 2018 and 30 June 2020.

The obligation to report is primarily up to "intermediaries" but could be shifted to a "taxpayer" where there is no EU based intermediary or where all EU based intermediaries involved are subject to a (legal) professional privilege.

As a law firm registered with the Luxembourg Bar, Elvinger Hoss Prussen acting as legal counsel is exempt from the reporting obligation under the DAC6 Law. However, if we consider that the arrangement we have been involved in as (exempt) "intermediary" is reportable under the DAC6 Law, we are required to notify their reporting obligation to any EU-based "intermediaries" known to us or, in the absence of at least one non-exempt intermediary, to the "taxpayer".

Any time spent with respect to obligations and analyses entailed under the DAC 6 Law will be subject to our standard fee rates unless provided otherwise in the special terms and conditions of our engagement.

7. Records and archiving

In Luxembourg, except under specific circumstances, we are under a legal obligation to keep client records for a duration of 5 years following completion of our assignment. This retention period shall not apply to any documents or files which we have returned to a client or deleted and erased from our information systems at his specific request. After this 5-year period, we reserve the right to destroy client files or maintain the files or part of the information in accordance with applicable retention periods set out in the Privacy Policy available on our website www.elvingerhoss.lu.

8. Data protection

We process personal data with respect to “inter alia” existing and former client files, lawyers and counterparties in accordance with the provisions of applicable data protection rules and legislation and in particular Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and its national implementation measures as more fully set out in our Privacy Policy available on our website www.elvingerhoss.lu.

9. Intellectual Property

Elvinger Hoss Prussen is the sole and exclusive owner of the legal advice, know how and all documents or other creations produced by its lawyers or employees, and holds all the intellectual property rights pertaining thereto. Clients shall not, without Elvinger Hoss Prussen’s prior written permission, reproduce or use such legal advice or documents for any purposes other than in relation to the matter and for the purpose for which they were provided. Clients shall not reproduce Elvinger Hoss Prussen’s intellectual property, including, without limitation, logos, trademarks, website, materials, without Elvinger Hoss Prussen’s prior written consent.

10. Use of information relating to public transactions

Elvinger Hoss Prussen may use information in the public domain relating to transactions or matters in relation to which we acted for a client for publication on our website and for marketing purposes, such as participation in league tables or communication to legal professional guides, unless the client objects.

In connection with materials of Elvinger Hoss Prussen that, for marketing purposes, describe facets of our law practice and recite examples of matters we handle on behalf of clients, the client agrees that to the extent those materials avoid disclosing the client’s confidences and secrets, they may identify the client as a client, may contain factual synopses of the client’s matters, and may indicate generally the results achieved.

11. Form of invoices - Participation in automated billing systems

Clients accept that Elvinger Hoss Prussen’s invoices are compiled and issued through our internal billing system.

Unless specifically and expressly agreed by Elvinger Hoss Prussen prior to the commencement of an assignment, Elvinger Hoss Prussen will not be required to participate in any electronic billing system used by a client for the approval and payment of invoices of external service providers.

12. Termination

Both parties may terminate their engagement with each other at any time and without stating any reasons. On termination, the client will forthwith pay all fees and disbursements incurred up to the date of termination.

13. Completion of a matter or instruction

Without prejudice to any elements evidencing an earlier completion of a matter or an instruction, a matter or instruction shall be deemed completed at the date of submission of the final invoice relating thereto.

14. Governing law and jurisdiction

Our relationship with clients, services provided to clients (including the issuance of legal opinions) and these terms are governed by Luxembourg law and any dispute with clients in relation to these terms and generally arising in the context of our engagement shall be subject to the exclusive jurisdiction of the courts of the judicial district of Luxembourg City.

Any claim that is not brought before the competent court within 3 years starting at the date of the completion of a matter or an instruction shall be prescribed by lapse of time.