



DATED

6 July 2023

(1) DLA PIPER LUXEMBOURG

- and -

(2) Maxime DE LATOUR

EMPLOYMENT AGREEMENT - TRAINEE

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**THIS EMPLOYMENT AGREEMENT** is made on 6 July 2023 with effective date on 1 October 2023 (the "Agreement")

**BETWEEN:**

- (1) **DLA PIPER LUXEMBOURG** a private limited liability company (*société à responsabilité limitée*) formed under the laws of the Grand Duchy of Luxembourg, having its registered office at 37A, avenue John F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B. 172454, and registered on List V of the Luxembourg Bar (*Ordre des Avocats du Barreau de Luxembourg*), hereby represented by **Xavier GUZMAN** in his capacity as Partner and *Gérant*,

hereinafter the "**Firm**" (such term includes its partners, managers, employees, lawyers or agents); and

- (2) **Maxime DE LATOUR**, born on 28 June 1997, in Paris (France), and residing at 37 avenue de Grammont, F-37000 Tours (France), hereinafter the "**Lawyer**" (and, together with the Firm, the "**Parties**" and, each, a "**Party**").

**BACKGROUND:**

- A The Lawyer, who is willing to register as "*Avocat*" on the List II of the Luxembourg Bar (*Ordre des Avocats du Barreau de Luxembourg or the "Bar"*) after successfully completing the *Cours Complémentaire de Droit Luxembourgeois ("CCDL")*, commits to acquire the right to practice law in Luxembourg in compliance with the Luxembourg law of 10 August 1991 on the legal profession (*loi sur la profession d'avocat*), as amended, the Internal rules of the Luxembourg Bar Council (*Règlement intérieur de l'Ordre des Avocats du Barreau de Luxembourg*) adopted on 9 January 2013 as amended, and the (ethical) rules of the Bar as from time to time in force.
- B The Lawyer wishes to work for the Firm, to develop their professional expertise by assisting the Firm in providing legal services to the Firm's clients, developing the Firm's clientele, attending and organizing seminars, publishing books or articles on legal subjects, and becoming a member of certain professional organizations and participating to their activities.
- C In view of the Lawyer's commitment to develop their professional expertise and to assist the Firm, as set forth above, the Firm wishes to avail itself of the professional services of the Lawyer.
- D It is agreed that the Lawyer may only exercise their duties under the title of "*Avocat*" on list II of the Luxembourg Bar (*Ordre des Avocats du Barreau de Luxembourg or the "Bar"*) from the date of her official registration pronounced by the Luxembourg Bar.

**NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**

**1. EMPLOYMENT - TERM - POSITION - TRIAL PERIOD**

- 1.1 This Agreement is an employment agreement (*contrat de travail*) concluded for an indefinite duration, starting on **1 October 2023** (or any other date as may be agreed by the Parties) ("**Starting Date**").
- 1.2 For purely internal purposes, the Lawyer will start as **Trainee** within the Firm.
- 1.3 It is agreed that the title of "Trainee" will be changed to "Associate" upon the completion of the procedure of qualification at the Luxembourg Bar.

1.4 The first **six months** of employment, as from the Starting Date, will be a trial period ("**Trial Period**") during which either party may give notice of termination of this Agreement to the other party, without being required to give the reasons for the termination, subject to observing the applicable legal notice period. Upon the expiry of the Trial Period, the provisions of Book 1, Title II of the Labour Code will apply to the termination of this Agreement as further detailed in clause 15.

## 2. JOB DESCRIPTION - DUTIES

2.1 The Lawyer is hired as Trainee and carries out their duties in the sole and best interest of the Firm.

2.2 The general duties of the Lawyer shall include the provision, of legal services in respect of the following:

- (a) legal research, preparing memoranda, advice on legal and regulatory matters, drafting submissions and requests, attending conference calls, due diligences, carrying out administrative procedures for the filing and registration of documents, attending internal meetings, client meetings and meetings with other advisers, providers, notaries, governmental bodies or regulators, appearing at hearings, drafting correspondence, drafting and negotiating legal documents and agreements, coordinating or leading cross-border transactions and, more generally, coordinating client's relationships and demands for legal and regulatory advice of the Firm's clients ("**Client Time**"); and
- (b) preparing proposals, fee quotes and pitches, drafting articles and presentations as well as brochures, developing know-how and templates, organizing clients events and seminars, and undertaking anything incidental thereto, and performing any and all other activities typically expected from a lawyer working in a law firm ("**Firm Time**" and, together with the Client Time, the "**Services**"),

each time performing the Services and their obligations hereunder:

- (i) in good faith and to the best of their abilities; and
- (ii) in a timely and accurately manner, always in accordance with the highest professional standards and in compliance with the (ethical) rules of the Bar in force from time to time. The Firm may assign other duties to the Lawyer, in accordance with their background, expertise, knowledge and abilities, as may be required for business reasons.

2.3 The Parties acknowledge that, due to the nature of the business of the Firm, the Services to be rendered by the Lawyer may evolve throughout the existence of this Agreement depending, mainly, on the abilities, expertise and seniority of the Lawyer. The professional development of the Lawyer will be discussed from time to time between the Parties and the Lawyer acknowledges that this may entail an adjustment of the Services to be rendered by the Lawyer.

2.4 The Lawyer must comply at all times with the confidentiality and secrecy obligations relating to the Firm, the clients of the Firm and their respective activities and businesses (in the broadest way possible) or derived from lawyer's duties and abide by the applicable laws and regulations in this respect.

2.5 The Lawyer undertakes to do their best endeavours to be registered as "Avocat" on List II of the Luxembourg Bar without delay.

2.6 The Lawyer agrees to:

- (a) Make themselves familiar with the procedures and policies of the Firm and DLA Piper (including, without limitation, in relation to engagement letters, conducting conflict checks, opening client and matter forms, drafting and saving documents, securities dealing, inside information and complying with anti-money laundering and anti-terrorism financing procedures), and complete all trainings requested by the Firm as soon as possible after the Starting Date and throughout their employment by the Firm
- (b) follow and comply, with no exception, with these procedures and policies throughout the term of this Agreement. In this respect, the Lawyer acknowledges that a "Welcome Pack" will be handed over to them which they undertake to get familiar with without delay.

### 3. PLACE OF EMPLOYMENT

- 3.1 The Lawyer's principal place of work is at the registered office of the Firm in the city of Luxembourg.
- 3.2 The Firm has the right to change the location of the workplace within the territory of the Grand Duchy of Luxembourg, which change does not constitute a modification of an essential element of this Agreement. By signing this Agreement, the Lawyer hereby explicitly accepts this.
- 3.3 The Lawyer may be required to travel from time to time in Luxembourg, or abroad, and such travel, if previously agreed by the Firm, will be at the Firm's expenses, within the limits of the Firm's guidelines. The Lawyer agrees to such mobility in accordance with the needs of the Firm to carry out to the fullest extent the Services.
- 3.4 The Lawyer may perform part of their duties from home, where agreed with the Firm, as set out in Appendix 1 – Homeworking.

### 4. WORKING HOURS

- 4.1 As a full-time employee, the Lawyer works in principle **eight hours** per day and **40 hours** per week, from Monday through Friday.
- 4.2 Due to the nature of the work and the Services being essential to the operations and business of the Firm and the position of the Employee as a Lawyer, some flexibility in terms of working time is expected from the Lawyer, including working exceptionally on weekends or public holidays. By signing this Agreement, the Lawyer understands and agrees that this flexibility is of the essence of their employment with the Firm.

### 5. REMUNERATION

- 5.1 The annual gross salary of the Lawyer amounts to **seventy-two thousand Euros (EUR 72,000)** calculated based on the living index applicable as at the Starting Date to be paid in twelve (12) monthly instalments representing a gross monthly salary amounting to **six thousand Euros (EUR 6,000)** and to be increased, with first application as of July 2024, in accordance with the variations of the cost of living index as provided for in the Labour Code.
- 5.2 The Lawyer's remuneration will be payable monthly, in arrears, at the end of each calendar month, after deduction of social security contributions and applicable (withholding) taxes, on the bank account of the Lawyer notified by the latter to the Firm.



5.3 In case of high performance, the Lawyer may be eligible for a discretionary bonus, with first application as of July 2024, in accordance with the Firm's practice as may be decided by the Firm from time to time, in light of, among other things (but not exclusively):

- (a) the financial results of the Firm and DLA Piper on a global basis; and
- (b) the degree of achievement by the Lawyer of objectives agreed from time to time between the Firm and the Lawyer. The Firm is in no way committed to actually paying out any such discretionary bonus nor to set any bonus granted at a level comparable to the bonus paid in any previous year. The Parties agree explicitly that any bonus or gratification or any fringe benefits granted by the Firm on an exceptional occasion or at a certain point in time, does not involve any future obligation on the part of the Firm, nor can it be considered as a vested right for the Lawyer and shall not form part of their remuneration, but shall always retain their gratuitous character and be revocable at any time even if it has occurred repeatedly. Generally, no payments in excess of the monthly fixed salary mentioned under clause 5.1 of this Agreement shall be considered vested rights and shall, thus, not entail any further obligations of the Firm.

5.4 Without prejudice to clause 11 of this Agreement, the Lawyer hereby agrees to keep confidential from, and not to disclose to, any other existing or prospective employee of the Firm, any information concerning their remuneration, compensation and benefits, as referred to herein.

5.5 The Lawyer expressly accepts and agrees to any withholdings permitted legally to be made by the Firm on their salary and designed to finance all fringe benefits which the Firm may grant.

## **6. BUSINESS EXPENSES - BAR MEMBERSHIPS**

6.1 Direct costs and expenses specifically incurred by the Lawyer on behalf of the Firm when providing the Services and during the existence of this Agreement (eg mileage, local fare, travel expenses, hotel expenses, specific training, attendance at conferences and seminars) are reimbursed by the Firm to the Lawyer promptly upon presentation of the relevant receipts, provided that they were approved by the Firm prior to being incurred.

6.2 In addition, the Firm will reimburse to the Lawyer their annual Luxembourg bar membership fees, upon demand and presentation of the relevant invoice.

## **7. ANNUAL HOLIDAYS**

7.1 In addition to public holidays in Luxembourg, the Lawyer is entitled to **26** working days of holiday per calendar year, reduced on a pro rata basis depending on the Starting Date, to be taken at such time or times as may be approved by the Firm or such person(s) as the Firm may designate from time to time.

7.2 If the employment terminates during the course of a calendar year, the Lawyer is entitled to one twelfth (1/12<sup>th</sup>) of the annual holidays not yet taken for each full month worked, which can be paid by the Firm or granted as days off before the termination of the Agreement, at the discretion of the Firm.

## 8. DISABILITY FOR WORK

- 8.1 In case of disability for work on account of illness or accident, the Lawyer must immediately inform the Firm of the reason for their absence on the same day and provide a medical certificate. The Lawyer is required to provide to the Firm, at the latest at the end of the third (3<sup>rd</sup>) day of disability for work, the medical certificate stating the beginning and the expected duration of the disability ("**Initial Disability Period**").
- 8.2 If the duration of the disability for work lasts longer than the Initial Disability Period, the procedure mentioned above must be followed as soon as the Initial Disability Period ends ("**Additional Disability Period**"). The Lawyer undertakes to comply with the same procedure for any subsequent Additional Disability Period.
- 8.3 In any event, upon request of the Firm, the Lawyer agrees to a medical counter-examination by a doctor authorised to practice medicine in Luxembourg, to be chosen by the Employee from a list proposed by the Firm.

## 9. EXCLUSIVITY

- 9.1 Throughout the performance of this Agreement, the Lawyer agrees to devote substantially all of their working time, attention and energy, to the Services and the Firm, and to act for the sole and best interest of the Firm.
- 9.2 The Lawyer declares and agrees that:
- (a) they will be free from any working or consulting obligations or commitments (including towards any other employer, firm, entity, organisation or business) as from the Starting Date; and
  - (b) as from that date, they will not be bound to any employer, firm, entity, organisation or business whose activities are in competition with those of the Firm.
- 9.3 Any false statement concerning the above declaration and undertaking will entail the termination of this Agreement for cause, without any notice or indemnity. The Firm reserves any right or action it may have to claim for damages resulting from the false statement or any action taken by the Lawyer in breach of this clause.

## 10. NON-SOLICITATION - NON-DISPARAGEMENT

- 10.1 The Lawyer agrees that, in case of termination of this Agreement, for whatever reason, they will not, either directly in person or indirectly with or through any other person or organisation for the 12 months following the termination:
- (a) solicit any client of the Firm for a competing business;
  - (b) interfere in any way with the relationship between the Firm and any of its clients or any third party (including any client, portfolio company, customer, vendor, supplier, or other person) which the Firm is engaged or conducts business with;
  - (c) induce or encourage, or attempt in any way to induce or encourage, any person working for the Firm to leave the Firm, or interfere in any way with or damage the relationship between the Firm and any of its employees or lawyers;

- (d) or hire, engage, solicit, recruit, employ, or otherwise retain, or in any way assist anyone to hire, engage, solicit, recruit, employ, or otherwise retain, any person working for the Firm at any time during the 12-month period preceding the date of termination of their employment with the Firm.

10.2 In addition, the Lawyer agrees that, during the term of this Agreement and at any time thereafter, they will not make any statements, encourage others to make statements or release information that disparages, discredits or defames, or is likely to disparage, discredit or defame, the Firm (including, without limitation, its name, brand or business), or any of the Firm's clients, or engage in any activity having the same effect. Notwithstanding the foregoing, nothing in this Agreement prohibits the Lawyer from making truthful statements when required by law.

## 11. CONFIDENTIAL INFORMATION - INTELLECTUAL PROPERTY

### 11.1 Confidential Information

- (a) The term "**Confidential Information**" means any information concerning the organisation, business or finances of the Firm or its Affiliates (as defined below), its partners, managers, lawyers, employees, providers or agents or any third party (including without limitation any client, investor, partner, company, customer, vendor, or any other person) with which the Firm or its Affiliates (as defined below) is engaged or conducts business, including, without limitation, legal or tax advice, structures, business, legal or financial strategies, operating or funding plans, financial information, valuations, analyses, market analysis, personnel, compensation and ownership information, know-how, customer lists and relationships, and supplier lists and relationships, or of any of the affiliates of the global firm DLA Piper ("**Affiliates**" and, each and any of them, an "**Affiliate**"). Confidential Information generally includes:
  - (i) any information that the Lawyer may acquire in or through the performance of their duties and, in particular, data about clients (including their names and relationships with the Firm and third parties), their businesses and the advice provided by the Firm or any Affiliate;
  - (ii) information created, discovered or developed by, or otherwise made known to, the Lawyer during the period of their employment or arising out of their employment; and
  - (iii) all internal discussions between the partners, managers, lawyers, employees or agents of the Firm or its Affiliates, especially any information relating to financial information of the Firm or any Affiliate, and information relating to the KYC (know your customer) obligations of the Firm or any Affiliate and the Firm's compliance therewith, as well as any personal information relating to the partners, managers, lawyers, employees, agents and clients of the Firm and its Affiliates (including, without limitation, their assets, finances, taxes, investments, activities, etc).
- (b) The Lawyer acknowledges and agrees that their provision of the Services to the Firm creates a relationship of confidence and trust between the Firm and them with respect to the Confidential Information (as defined above), and as such shall take reasonable steps to protect the confidentiality of all Confidential Information in their possession or control.



- (c) Accordingly, the Lawyer acknowledges, agrees and undertakes:
- (i) not to use for their benefit or to the detriment of the Firm or any Affiliate; or
  - (ii) disclose at any time during their employment with the Firm and at any time thereafter, except to the extent lawfully required for the performance of the Services, any Confidential Information;
  - (iii) not to take with them (regardless the format), upon termination of this Agreement, any document, information (in any form whatsoever) or paper containing or relating to any Confidential Information, any Intellectual Property (as defined below), including such Intellectual Property (as defined below) created by them, or any physical property of the Firm or its Affiliates;
  - (iv) to return or destroy any and all Confidential Information in their possession upon termination of this Agreement, for whatever reason, after having consulted the Firm.
- (d) In any event, prior to, during, and after, this Agreement, the Lawyer will use all their reasonable best endeavours to prevent the disclosure of any Confidential Information and will notify the Country Managing Partner or the Risk Officer of the Firm of any instances of disclosure of which the Lawyer is aware.

## 11.2 Intellectual Property

- (a) The term "**Intellectual Property**" means patents, registered designs, copyright, database rights, design rights, trade marks any and all documents, models, methodologies and software, written or oral advice (including legal or fiscal advice), all structures or strategies developed or used by the Firm or any Affiliate, all advisory contracts, fee quotes and fee schedules, records, databases (including their structures), data, client lists, agreements, and any other elements of any activities developed by the Firm or any Affiliate or learned, created, developed or carried out for the Firm or any Affiliate (in whatever form, printed, digitized or otherwise), including the materials created, developed or used by the Lawyer in connection with their working relationship with the Firm, other than any such matters that are generally known to the public (otherwise than as a result of disclosure by the Lawyer not permitted hereunder), and all names, services marks and logos under which the Firm carries out business, and any combinations or variations thereof.
- (b) The Lawyer agrees that any and all Intellectual Property is and will be the exclusive property of the Firm, for the sole use of the latter. The Lawyer agrees not to disclose any information about the Intellectual Property and will not use any Intellectual Property in any other function than as an employee of the Firm and always considering the best interest of the Firm. In addition, the Lawyer unconditionally agrees and undertakes to hand over to the Firm, upon the termination of this Agreement, or promptly at any other time that the Firm may request, all memoranda, opinions, documents, agreements, notes, plans, records, reports, printouts and software and other documents and data (and copies thereof) containing, or relating to, Confidential Information and any Intellectual Property that the Lawyer then possesses or have under their control.
- (c) The Lawyer will also provide to the Firm all information in connection with any Confidential Information and Intellectual Property the Firm may request, of which they are aware.

### 11.3 Breach of Obligations

In addition, and without prejudice to any other cases of serious misconduct, any breach, however small it may be, deliberate or inadvertent, of the foregoing obligations pertaining to Confidential Information and Intellectual Property, will be considered as a serious misconduct ("faute grave") justifying a disciplinary offense or a dismissal without notice or indemnity, notwithstanding any other criminal or civil legal actions that the Firm may take against the Lawyer.

### 11.4 Property of the Firm

- (a) The Lawyer acknowledges that any documentation, including, without being limited to, documents, books, records, tapes, photographs, correspondence, data material, know-how documentation, and any other working materials of whatsoever nature as well as any copies thereof that the Lawyer may receive or use while performing their Services, may contain Confidential Information ("**Confidential Documents**").
- (b) All Confidential Documents remain the sole property of the Firm. Any retention or reproduction (including printing) of Confidential Documents outside the principal place of work (as set out in clause 3.1) is strictly prohibited.
- (c) All Confidential Documents will be returned by the Lawyer to the Firm upon the termination of this Agreement for any reason or upon the Firm's demand at any time during the term of this Agreement.

## 12. INVENTIONS, COPYRIGHT AND IMAGE RIGHT

- 12.1 Any and all articles, memoranda, opinions, documents, Agreements, notes, tables, materials, books, brochures, designs, presentations, documents or work products of any kind, as well as any result of research, any original creation or program, related to the activities of the Firm and prepared, drafted or developed by the Lawyer in the course of their employment with the Firm, are and will become the exclusive property of the Firm.
- 12.2 The Lawyer undertakes to communicate and transfer to the Firm or any person designated by the Firm the benefit of these articles, books, brochures, designs, presentations, document or work products of any kind, as well as any result of research, any original creation or program, related to the activities of the Firm.
- 12.3 The Lawyer acknowledges that as part of its activities, the Firm may take photographs and videos ("**images**") of the Lawyer for use in a range of formats including (but not limited to) internal communication (website, intranet), brochures, newspaper articles and social media.
- 12.4 The Lawyer confirms that they give consent for the Firm to post the Images and grants DLA Piper full rights to use, edit, alter, copy and publish the Images in print and/or electronically, including on DLA Piper's social media accounts.
- 12.5 If the Lawyer wishes not to appear in external publications or online anymore, they will notify the HR team and the Firm will endeavour to select Images accordingly. However, the Lawyer acknowledges that where Images have been taken in public settings or published in print, it may be impossible to comply with this request. Furthermore, the withdrawal of consent would not apply to Images related to the Lawyer's professional activities (eg profile picture, professional CV...).

### **13. DATA PROTECTION**

- 13.1 The Lawyer acknowledges that the Firm may process personal data pertaining to them the purpose of the administration of their employment with the Firm and this Agreement and to allow the Firm to comply with its legal obligations, in particular, as regards payroll administration and social security deductions. The Lawyer acknowledges the Firm to transferring any such nominal data to its payroll administrator or personnel administration office or any of its Affiliates (whether in the Benelux countries or abroad, including outside the EEA). Any personal data of the Lawyer will be kept for the time period required by law.
- 13.2 The Firm is the data controller and processes personal data as disclosed from time to time in its Employee Privacy Policy. Upon written request, the Lawyer will be given the right to access their personal data stored by the Firm and to update and correct any inaccurate data.
- 13.3 The Firm cannot use nor transfer to third parties other than those indicated above, any personal data of the Lawyer for purposes other than those mentioned above (except as may be agreed with the Lawyer in respect of any DLA Piper website information or other information to be conveyed in specific transactions). The Lawyer understands all information will be kept confidential and treated in a manner which is consistent with the principles of GDPR (General Data Protection Regulation) and other applicable data protection legislation.

### **14. IT SYSTEMS – FACILITIES**

The Firm relies on electronic and digital data processing through IT, telephony and video systems. The Lawyer confirms that they are aware that such systems are critical to the Firm, to its Affiliates and their respective business, and acknowledges that the Firm may monitor at any time their use of such systems and may use such systems to monitor the activities of the Firm, its Affiliates and their respective partners, managers, lawyers, employees or agents. Unless otherwise permitted by the Firm, the Lawyer will make use of the Firm's facilities and equipment for professional purposes only and no other purposes. When using the facilities and equipment provided by the Firm, the Lawyer undertakes to take due care and do a justified and reasonable use of these, whether such use is within the premises of the Firm or outside.

### **15. TERMINATION - SURVIVAL**

- 15.1 This Agreement may be terminated by either Party in accordance with the notice period provided for in the Labour Code or, during the Trial Period, in this Agreement, except in case of serious cause (such as the Employee breaching any material term of this Agreement or committing a serious breach of any professional or ethical obligation) justifying the immediate termination of this Agreement, without any indemnity.
- 15.2 The Parties agree that clause 10, 11, and, to a certain extent, 12, 13, 18 and 19 will survive the termination of this Agreement.

### **16. SEVERABILITY**

If any provision of this Agreement is prohibited or held to be invalid, illegal or unenforceable in any jurisdiction, the Parties agree, to the fullest extent permitted by law, that:

- (a) the validity, legality and enforceability of the other provisions will not be affected or impaired thereby;
- (b) any such prohibition, invalidity, illegality or unenforceability will not render such provision prohibited, invalid, illegal, or unenforceable in any other jurisdiction; and

- (c) they will negotiate an amendment of such provision so that it becomes valid and enforceable without affecting its original intent or economic purpose and effect.

**17. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter to which it relates and supersedes any and all prior Agreements or understandings between the Parties regarding the Services or any prior relationship of the Lawyer with the Firm.

**18. APPLICABLE LAW**

This Agreement will be governed by, and construed in accordance with, the laws of the Grand Duchy of Luxembourg.

**19. JURISDICTION**

In case of any dispute concerning the performance or interpretation of this Agreement or its termination, the Parties will submit this dispute for settlement:

- (a) to the Head (*Bâtonnier*) of the Luxembourg Bar, in accordance with applicable Bar regulations (if applicable); and
- (b) ultimately to the exclusive jurisdiction of the courts of the District of Luxembourg.

Signed in two originals, on 6 JULY 2023, each Party acknowledging having received an original copy of this Agreement signed by the other Party.



The Firm, DLA Piper Luxembourg

Represented by  
Xavier GUZMAN, acting as *Gérant*



The Trainee,

**Maxime DE LATOUR**