

Schedule B

Country Schedule – Portugal

1. **About this Country Schedule**

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. **Governing law and dispute resolution**

The Agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by the law of Portugal.

All disputes arising out of or in connection with the Agreement, shall be finally settled by arbitration according to the Rules of Arbitration of the Commercial Arbitration Center of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Center), by three arbitrators appointed in accordance with the Rules. The place of arbitration shall be Lisbon, Portugal. The language of the arbitration shall be English.

3. **Liability cap**

Vialto's total liability (including interest) for all claims from the defective performance or non performance of contractual obligations, caused by slight negligence, will not exceed the following:

- a. Whenever the total professional fees paid by Client to Vialto under the Agreement are below € 20.000,00 (twenty thousand euros) the absolute limit will be five times the total professional fees paid under the Agreement; or
- b. Whenever the total professional fees paid by Client to Vialto under the Agreement are above than € 20.000,00 (twenty thousand euros), the limit will be two times the total professional fees paid under the Agreement, or € 200.000,00 (two hundred thousand euros), whichever is the greater amount, with the absolute limit of € 500.000,00 (five hundred thousand euros).

When the fees are subject to a retainer basis, the total amount to consider will be the annual amount paid under the Agreement.

In light of the price and other terms of the Agreement, the parties acknowledge and agree that inclusion of the foregoing limitation is appropriate and reasonable. The liability that Vialto accepts under this clause and to the extent permitted by applicable law, is the absolute limit of Vialto liability arising under or in connection with the particular Agreement.

All other liability is expressly excluded including indirect losses, loss of profits, loss of data and any other “lucrum cessans” (lucros cessantes).