

## Schedule B

### Country Schedule – Spain

#### 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

- 2.1. The Agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by the general law of Spain (*derecho común español*).
- 2.2. If a dispute arises in relation to the Agreement, the parties will attempt to resolve it in good faith by discussion, negotiation and mediation before commencing legal proceedings.
- 2.3. The mediation shall be administered by the FIDE Mediation Center of Madrid (“**FIDE Center**”), in accordance with the Rules of the FIDE Center in force on the date of submission of the Request for Mediation, by one mediator. The place of the mediation proceedings shall be Madrid (Spain). The language shall be Spanish.
- 2.4. If the parties cannot solve their dispute through discussion, negotiation and mediation, all disputes arising out or in connection with the present Agreement shall be finally settled under the Rules of the Arbitration Court of the Official Chamber of Commerce, Industry and Services of Madrid (*Corte de Arbitraje de la Cámara Oficial de Comercio, Industria y Servicios de Madrid*) in effect at the time of applying for arbitration, by one arbitrator appointed in accordance with the said rules. The place of arbitration shall be Madrid (Spain). The arbitral award is final and binding upon both parties. The arbitration language shall be Spanish.

#### 3. Intellectual Property Rights

Vialto will own the intellectual property rights in the Deliverables and any materials created under the Agreement and Client will have a non-exclusive, non-transferable license to use the Deliverables for Client’s own internal purposes.

#### 4. Other Adjustments Required by Local Law

- 4.1. **Exclusion of Certain Services.** Loaned Staff Services will not be provided in Spain.
- 4.2. **Vialto Subcontractors.** Vialto Subcontractors shall provide Vialto with the corresponding tax certificate stating that the relevant Vialto Subcontractor has duly complied with all its tax obligations during the twelve (12) months prior to the settlement of each invoice.
- 4.3. **Prevention of Money Laundering and Financing of Terrorism.** To comply with internal procedures and adhere to current Spanish regulations relating to the Act on the Prevention of Money Laundering and Financing of Terrorism (Act 10/2010, of April 28), and EU Directive 2015/849 of the European Parliament and of the Council of May 20, 2015, Vialto is a regulated entity obliged

to request identification information from its clients. Therefore, Client shall provide the following information before entering into the business relationship:

- a. If it is a legal entity: a document placed on public record containing the following information (i) corporate name, (ii) address, and (iii) purpose; (iv) legal form, (v) directors' identity, (vi) bylaws and (vii) tax identification number, and (viii) identification of individual beneficial owners.
- b. If it is a natural person: copy of ID or passport.
- c. Due to the specific advisory service concerned, Vialto may require additional identification information.