Global Private M&A Guide - Limited External Content - Peru

| Contents |
| --- |
| To generate table of contents, right-click here and select **Update Field.** |

This is the **Peru** section. Select a topic from the menu and explore the questions within.

*This content was last reviewed around October 2023.*

# Quick reference guide

## Due diligence, pricing and closing

**Typical due diligence issues**

In Peru, environmental and regulatory noncompliance is not uncommon in a wide variety of industries, particularly where the target is a family-owned business. Sanctions for noncompliance range from fines to corrective measures, such as the seizure of assets, closure of the company or establishment in breach, as well as demolition of infrastructure (uncommon).

Labor and tax matters are key subjects to be reviewed as part of a due diligence process. Sanctions for noncompliance in both cases include the claw back of the unpaid amounts, plus interest and fines for all periods within the statute of limitations (generally, six years after the corresponding tax period; a two-year period applies for an asset sale and four years after termination of a labor relationship for labor). In a carve-out of assets or other forms of separation, under certain circumstances, tax and labor claims brought against the legacy entity may extend to the recipient entity, compromising the assets transferred to the recipient entity. This must be taken into account when defining the scope of the due diligence.

A thorough due diligence process focusing on these issues will help identify material breaches and assess the exposure of the target, taking into consideration typical enforcement and detection rates and the severity of the potential sanctions. It will also enable the parties to consider what remedies or actions are needed prior to signing, between signing and closing, and post-closing.

**Pricing and payment**

There are no special restrictions regarding pricing and payment in Peru from a strictly legal/corporate point of view. However, for tax purposes, the following considerations should be taken into account:

Transfers of shares and assets are taxed at fair market value, determined according to the arm's-length principle, regardless of the contract price agreed. Transfer pricing rules apply to related party transactions. In share transfers (including nonrelated party transactions) of private companies, if the price per share agreed by the parties is lower than the valor patrimonial (i.e., the total net equity value divided by the capital stock of the issuing company) of each share, the tax authority shall deem the price per share to be the valor patrimonial for the calculation of the applicable capital gain tax.

To be entitled to deduct a cost for tax purposes, foreign investors selling shares or assets in Peru must obtain a "Recovery of Invested Capital Certificate" from the SUNAT (the Peruvian tax authority) before receiving the purchase price. This document certifies the cost to be deducted, and any payment received in the absence of this certificate would determine that no cost could be deducted for the calculation of the applicable capital gain tax. The Recovery of Invested Capital Certificate can be obtained within 30 business days of filing and remains valid for 45 calendar days following its issuance.

For a buyer to have the right to deduct the amount paid for the shares as a cost in a future share sale, the purchase price must be paid through a Peruvian bank account or another authorized means of payment, such as drafts or wire transfers from a foreign bank or financial entities, provided that payments are channeled through or into an account in a Peruvian financial institution. Likewise, if the seller is a domiciled corporate taxpayer, shares would have to be invoiced.

In asset deals, it is necessary for tax reasons to itemize each transferring asset in the invoice issued by the seller.

**Foreign exchange control**

Peru has a floating exchange regime that operates as part of a wider inflation-targeting economic policy implemented by the Peruvian Central Reserve Bank (BCRP), which monitors currency flows and purchases foreign currency to ensure stability. In general, the BCRP does not restrict the free-flowing exchange market. Although local trade is usually carried out in local currency, the Peruvian sol, there are no restrictions on the currency of payment for goods or services. Foreign investors are therefore not legally required to exchange foreign currency into Peruvian soles. US dollar accounts are widely used in the banking system, and euro deposits are available in certain entities. The purchase price in a share or asset deal is usually expressed in Peruvian soles or US dollars.

While currency can be exchanged freely, the Superintendence of Banking, Insurance and Private Pension Fund Administrators (SBS) publishes an average exchange rate applicable for official purposes, such as tax calculations.

**Signing/closing**

A deposit is not required in Peru, nor is it common. Sometimes, a part of the purchase price is withheld to incentivize post-signing/post-closing compliance. The purchase price may be subject to other enforcement mechanisms, such as an escrow account or a guarantee trust.

Whether signing and closing is simultaneous or not will depend on the conditions and complexity of each transaction. Both mechanisms are common, but non-simultaneous closings may become more prevalent in the near future for high-value transactions, given the introduction of merger control provisions, as further detailed below.

## Approvals/registrations

**Foreign investment restrictions**

There is no national law in place in Peru regarding limitations on foreign equity and foreign companies for developing activities. In general, almost every activity, foreign equity holding or ownership of Peruvian companies is permitted.

Nevertheless, under special regulations, there are some exceptions (established limitations) for certain activities. These activities include air transportation services, broadcasting services, aquatic transportation services, including gas and oil supply services, mooring and unmooring services, and aquatic transportation services.

**Antitrust/Merger control**

Peru has a mandatory pre-merger control regime when the concentration (a business concentration operation implies a change or transfer of control of an economic agent, such as: (i) mergers between independent companies; (ii) acquisition of companies (iii) joint ventures; or (iv) acquisition of operating productive assets) meets the established thresholds (thresholds are based on: (i) annual sales or gross income generated into Peru; and (ii) the value of assets in Peru.). The regime is voluntary when the concentration does not meet the relevant thresholds. Two separate assessments based on both parameters must be conducted. One based on the value of the annual sales or gross income generated into Peru, and the other one based on the value of assets. If the business concentration operation meets the thresholds based on any of both parameters, prior authorization of the Commission is required before closing the operation. In addition, the authority can conduct an ex post and ex officio review of transactions it considers may impact the market and harm competition. For further information, see the more detailed section on "Antitrust/merger control".

**Other regulatory or government approvals**

The rules vary depending on the specific sector or industry. Sector regulators may prescribe specific approvals and conditions for the incorporation of, or the acquisition/increase of shares in, a company. For example, approval by the SBS is required for certain acquisitions in companies in the financial, insurance and pension systems. These regulations are applied equally to foreign and domestic investors.

## Employment

*Share sales*

When a business is transferred through a stock purchase, this transaction will not involve a change of employer. Therefore, employee conditions, benefits and entitlements are unaffected. Notice to, and consent from, employees are not required for the transfer.

Corporate reorganizations: If the transaction is structured involving a corporate reorganization (merger or spin-off) that entails the transfer of personnel, it would be considered an employer substitution if the parties have not previously assigned or terminated their employment agreements. This would operate automatically, by virtue of law, upon execution of the reorganization, and no prior consent by employees is required.

Corporate reorganizations (not related to merger or spin-off): In this case, the transfer of personnel will not be automatically triggered by law. Consequently, it is necessary to obtain the express consent of employees in order for them to be transferred. Employees can be transferred via a tripartite agreement between the employee, the employer and the new company or a termination-and-rehiring by the new company. Employees are legally entitled to refuse the transfer and it will not be considered a termination clause. There is no mandatory notice period.

*Asset sales*

If the transaction is structured as an asset purchase that entails the transfer of personnel, consent from employees must be obtained to allow their transfer. Employees can be transferred via a tripartite agreement between the employee, the employer and the new company or a termination-and-rehiring by the new company that is acquiring the assets of the business. Employees are legally entitled to refuse the transfer and it will not be considered a termination clause.

## Tax

No stamp duty applies. For foreign investors, capital gains tax is applicable to the direct or indirect transfer of shares issued by a Peruvian company. The general applicable tax rate is 30%. However, a preferential rate of 5% for the direct transfer of shares via the Lima Stock Exchange applies subject to the fulfillment of certain conditions.

Value-added tax (VAT) is not applicable in a share transfer, but it does apply to asset deals and is calculated at a rate of 18%. If the seller is a corporate taxpayer, both assets and shares would have to be invoiced. However, VAT will only apply in the case of the assets. Under an asset deal transaction, the VAT taxpayer is the seller; however, the buyer bears the economic burden of the VAT. The VAT paid in the purchase of the assets qualifies as a VAT credit for the buyer, subject to compliance with certain tax requirements.

**OECD's Two Pillar Solution**

The OECD/G20 Inclusive Framework on Base Erosion and Profit Shifting has put forward a so-called Two-Pillar Solution to address the tax challenges arising from the digitalization of the economy. Pillar Two is intended to introduce a global minimum effective rate of tax of 15% for large businesses in each jurisdiction where they operate and will lead to fundamental changes in the international tax system. It is currently being implemented in a large number of jurisdictions.

Groups will need to consider how the Pillar Two rules could impact on the life cycle of M&A transactions from the pre-acquisition phase (including transaction planning (such as the choice of acquisition structure and financing) and due diligence of the target group), the acquisition phase (such as contractual risk allocation around Pillar Two) to the post-acquisition phase and the impact of Pillar Two on any post-acquisition integration.

## Post-acquisition integration

For information on post-acquisition integration matters, please see our [Post-acquisition Integration Handbook](https://www.bakermckenzie.com/en/insight/publications/resources/post-acquisition-integration-2023).

# Common deal structures

## What are the key private M&A deal structures?

Key deal structures for private M&A transactions are the acquisition of shares or assets, investments involving majority or minority stakes, and corporate reorganizations (e.g., merger, spin-off and simple reorganization/hive-down).

The acquisition of shares or assets is usually undertaken by a negotiated acquisition. The private share or asset purchase agreement is drafted setting out the terms and conditions of the acquisition, as well as the representations, warranties, covenants and liabilities of the parties.

It is also common to see the acquisition carried out by means of an investment in the target company by the investor. As a consequence of the investment, the target company's capital stock will be increased, new shares will be issued in favor of the investor and the other shareholders' percentage of participation in the target company will be reduced.

Regarding corporate reorganizations, the following points should be taken into consideration:

A merger occurs where two or more companies consolidate as one single entity. A merger can be conducted in either of the following ways:

Merger of two or more companies to create a new independent and separately incorporated company (and where the two merging companies cease to exist).

One company takes over the entire business of the other company so that the target company ceases to exist.

In both cases, the new entity or the remaining company receives all of the assets, liabilities, rights and debts of the company or companies that cease to exist, and the former shareholders of such companies receive newly issued shares in the new or remaining company.

A spin-off is a type of corporate reorganization that consists of the segregation of assets, debts-and-assets and/or business lines by a company to transfer them to another company, which may be already incorporated or may be incorporated as a result of the contribution of that block of assets, debts-and-assets and/or business lines. In either case, the shares to be issued by the company receiving the segregated block under that equity contribution must be issued to the shareholders of the company transferring the block. Spin-offs may also be used to segregate business lines or activities and assign them to specific shareholders, instead of pro-rata the original distribution.

A simple reorganization is the segregation of assets, debts-and-assets and/or business lines in order to transfer them to another company. The company that receives the assets, debts-and-assets and/or business lines must issue new shares (if applicable) for the contributing company.

Auction processes are frequently seen in Peru for medium-to-large transactions. Small transactions are usually conducted through bilateral negotiations.

Negotiation usually includes, from the seller's side, the delivery of a "teaser" to potential buyers. This is followed by the execution of a nondisclosure agreement. Commonly, the next steps for the seller are to deliver a process letter to potential buyers and to negotiate a nonbinding bid or term sheet (i.e., a list of relevant terms with their corresponding definitions and conditions) with them.

In some limited cases, authorizations or permits must be obtained prior to closing M&A transactions (For further information, see the "Approvals/registrations" section in the "Quick reference guide" section above).

## Which entity is likely to be the target company (on a share sale) or the seller (on an asset sale)?

The General Corporations Law contemplates the different types of corporate vehicles that investors may use to carry out economic activities in Peru. The most common entities or vehicles are the following:

Corporations (under their regular form or as closely held corporations) (Sociedad Anónima (SA) and Sociedad Anónima Cerrada (SAC))

Limited liability companies (Sociedad Comercial de Responsabilidad Limitada (SRL))

Branches (Sucursales)

The first two options are usually used by investors wishing to incorporate a subsidiary in Peru and provide limited liability for shareholders or partners. The branch is a vehicle that lacks legal personality and is used as an extension of a parent company. The parent will ultimately be responsible for obligations incurred by the branch.

In September 2018, a new corporate form, the simplified closely held corporation (Sociedad por Acciones Cerrada Simplificada (SACS)), was created and is now available to investors who are individuals. SACS can be incorporated through a simplified (electronic) process, provided that the founders are able of using a qualified electronic signature (firma digital).

## What are the different types of limited liability companies?

Limited liability companies resemble closely held corporations. Both types of entities require a minimum of two, and allow a maximum of 20, shareholders. Limited liability companies, however, do not issue shares (the capital is represented by quotas) and do not have a board of directors. Although closely held corporations can have a board, it is not compulsory. The procedures for incorporating are the same as for a corporation (SA).

The law does not establish a minimum amount of capital to incorporate a company, although some industries establish some minimum requirements and limit the corporate forms that can be used (e.g., banking and insurance sectors only allow corporations). The initial cash contribution for incorporation must be deposited in a local bank (contributions in kind are also permitted but are subject to particular rules).

Shares may not be issued in limited liability companies, as the capital is divided into participation quotas. Certain limitations may apply to transfers of these participation quotas, such as a right of first refusal in favor of the existing partners of the company and the company itself. In addition, to be valid and effective, any transfer of participation quotas must be formalized in a public deed and registered in the Public Registry.

The recently added form of a "simplified closely held corporation" (SACS) is, to some extent, similar to limited liability companies and traditional corporations but reduces certain formalities and terms associated with incorporation and administration at the expense of providing less flexibility. For example, shareholders may only be individuals.

## Is there a restriction on shareholder numbers?

There is a minimum of two, and a maximum of 20, quota holders (in limited liability companies) or shareholders (in closely held corporations). The corporation (under its regular form) has a minimum of two, and a maximum of 750, shareholders. If the corporation has more than 750 shareholders it must convert into a sociedad anónima abierta (and be registered in the public registry of the securities market superintendence).

## What are the key features of a share sale and purchase?

The acquisition of shares is mostly undertaken by privately negotiated acquisition. The most common provisions found in a share purchase agreement relate to representations and warranties, covenants and indemnification clauses.

It is also quite common to see buyer protection clauses, which usually take the form of a negotiated warranty and indemnity coverage from the seller. The terms of the protection will vary from transaction to transaction, but it is quite standard to expect that limits will be negotiated on any such terms protecting the seller, including claim thresholds and caps, time limits and adjustments for items disclosed or accounted for. Other types of guarantee (e.g., placing funds in escrow or a guarantee trust, holding back part of the purchase price and security interests) are also common.

## What are the key features of an asset sale and purchase?

The acquisition of assets is conducted by a privately negotiated acquisition by means of an asset purchase agreement. According to the General Corporations Law, if the book value of the assets to be sold by the seller company represents more than 50% of its share capital, a shareholders' meeting approving the transfer of assets is required. Transfers below this threshold would not typically require shareholders approval.

Transfers of businesses by way of an asset sale are not independently regulated in Peruvian law, so they must be implemented considering the specific regulations applicable to the transfer of each element of the business (assets, rights, contracts, obligations, etc.).

# Preliminary documents

## Is it customary to prepare a letter of intent or term sheet and, if so, to what extent are they binding on both parties?

It is common to prepare a letter of intent or term sheet in bilateral negotiations. A letter of intent or term sheet usually includes the most relevant conditions of the acquisition (i.e., price, price adjustments, the object of the transaction, due diligence, means of payment, shareholder agreement provisions, etc.). Commonly, only certain terms therein shall be binding on both parties (e.g., confidentiality, exclusivity, governing law and dispute resolution). Most terms (e.g., structure, purchase price, representations and warranties, condition precedents, indemnification) will not be binding on the parties.

A letter of intent or term sheet is uncommon in auction sales.

## Does a term sheet, in this context, customarily include provisions on exclusivity, break fee or confidentiality?

**Exclusivity**: A term sheet commonly includes provisions on exclusivity.

**Break fee**: A term sheet does not customarily include provisions on break fees but does provide for good faith negotiation and termination.

**Confidentiality**: A term sheet commonly includes provisions on confidentiality.

## Are exclusivity, break fee and confidentiality provisions supplemented with separately negotiated agreements?

It is not common to negotiate separate agreements for exclusivity or break fees. Confidentially provisions are commonly negotiated under a stand-alone nondisclosure agreement.

## Is there a duty or obligation to negotiate in good faith?

Yes. A civil action claiming pre-contract damages may be pursued by an injured party if the negotiations are terminated in breach of good faith obligations by another party, but the existence and amount of the alleged damage must be proven by the claimant.

# Agreeing to the acquisition agreement → Purchase price

## Is a purchase price adjustment common?

Frequency/market practice: Yes. Purchase price adjustments are very common.

## What type of purchase price adjustment is common (e.g., debt-free, cash-free)?

Frequency/market practice: Cash free/debt free is very common. Working capital is fairly common. Net asset value is rarely seen.

## Is there a collar on the purchase price adjustment?

Frequency/market practice: Rarely; neither collar nor materiality thresholds are common.

## Who usually prepares the closing balance sheet (where applicable)?

Frequency/market practice: The pro-forma closing balance sheet is usually prepared at closing by the target company or the seller. After closing, a definitive closing balance sheet is usually prepared or reviewed by the buyer or an audit company.

## Is the balance sheet audited (where applicable)?

Frequency/market practice: Rarely; historical balance sheets for completed fiscal years are often audited. Interim balance sheets are typically unaudited.

## Is an earn-out common?

Frequency/market practice: Fairly common. Due to recent developments (political and economic instability) and the uncertainty in connection with the COVID-19 pandemic, it has become more common to agree an earn-out.

## Is a deposit common?

Frequency/market practice: Rarely; but it could be agreed.

## Is an escrow common?

Frequency/market practice: Fairly common, both for transaction and tax purposes (delay payment until the buyer obtains the required tax basis certification).

## Is a break fee common?

Frequency/market practice: Rarely.

# Agreeing to the acquisition agreement → Conditions precedent

## Express Material Adverse Event (MAE) closing condition?

Frequency/market practice: Fairly common.

## Is the MAE general or specific?

Frequency/market practice: The MAE definition is usually general and forward-looking, but sometimes includes specific carve-outs.

## Is the MAE quantified?

Frequency/market practice: Rarely; relatively uncommon.

# Agreeing to the acquisition agreement → Covenants

## Is a noncompete common?

Frequency/market practice: Fairly common.

## Is it common to use waterfall or blue pencil methods to interpret contractual provisions?

Frequency/market practice: Waterfall provisions are rarely used. Blue pencil provisions are commonly included in a severability clause of an agreement. The need for a noncompete provision shall be assessed on a case-by-case basis and generally agreed as an ancillary provision.

## Are nonsolicitation provisions (of employees) common?

Frequency/market practice: They are fairly common for a 2-3-year term (in conjunction with a noncompete).

## Are nonsolicitation provisions (of customers) common?

Frequency/market practice: They are fairly common for a 2-3-year term (in conjunction with a noncompete).

## Are seller restrictions usually imposed on the target business between signing the purchase agreement and closing?

Frequency/market practice: Fairly common; restrictions on the seller in relation to the conduct of the target's business in the period between signing and closing are fairly common, especially when time-to-closing is substantial due to regulatory or third-party consents to be obtained as a condition precedent to closing.

Common restrictions include no disposal of assets, restrictions on entering into financial debt or material agreements, operations to be carried out in the ordinary course of business consistent with past practices, no changes to CAPEX or collection of accounts.

## Is there broad access to books, records and management between signing and closing?

Frequency/market practice: Fairly common; this is subject to the prior execution of confidentiality agreements.

## Is it common to update warranty disclosure or notify of possible breach?

Frequency/market practice: Fairly common; updating schedules is common; notification of a possible breach is not common. Accuracy of warranties at closing is a common condition precedent.

# Agreeing to the acquisition agreement → Representations and warranties

## Materiality in representations — how is it quantified (e.g., by a USD amount)?

Frequency/market practice: Fairly common; materiality qualifiers are commonly seen but are not often quantified (other than specific warranties, e.g., contract value).

## How is knowledge qualified (e.g., specific people, actual/constructive knowledge)?

Frequency/market practice: Knowledge qualifiers are usually based on constructive knowledge (after due inquiry), although actual knowledge standard is also used. They are commonly limited to a list of specified persons or groups of persons (selling shareholders and key managers and directors).

## Is a warranty that there is no materially misleading/omitted information common?

Frequency/market practice: Common.

## Is disclosure of the data room common?

Frequency/market practice: Fairly common; this is common if the seller has a strong bargaining position.

# Agreeing to the acquisition agreement → Repetition of representations and warranties

## Is it common to repeat warranties at closing?

Frequency/market practice: Repetition on the signing date and the closing date is fairly common.

## Is it common to repeat warranties at all times between signing and closing?

Frequency/market practice: It is rare to repeat warranties at all times between signing and closing.

## Is a bring-down certificate at closing common?

Frequency/market practice: Bring-down certificates at closing are fairly common.

## What is the applicable repetition standard, e.g., true in all material respects or Material Adverse Effect?

Frequency/market practice: The accurate "in all material respects" standard and MAE standard are both common. Carve-outs for some fundamental representations are common, which must be absolutely "clean and true."

## Is double materiality common (a materiality qualification in bring-down at closing and in representation(s))?

Frequency/market practice: Rarely; double materiality is usually avoided.

# Agreeing to the acquisition agreement → Limitations on liability

## What is the common cap amount (as a percentage of purchase price)?

Frequency/market practice: It depends on the size and type of transaction; it usually ranges from 5% to 30%.

## Does the cap (and other liability limitations) apply to the whole agreement or just warranties (or particular terms)?

Frequency/market practice: Caps commonly apply to indemnification obligations in the whole agreement (although breaches of the seller's/target's covenants are often carved out from the cap). Other limitations on liabilities (such as baskets and mini-baskets) commonly apply only to the representations and warranties. Specific representations and warranties or other items in the agreement may have different cap amounts.

## What are the common exceptions to the cap?

Frequency/market practice: Fraud is usually excluded from the cap. Certain fundamental representations and warranties (e.g., authority, capitalization, due organization, ownership and title) are also commonly excluded. Breaches of the seller's/target company's covenants are also often carved out from the cap. Recently, anticorruption representations and warranties have been heavily negotiated to be excluded (as considered fundamental representations and warranties).

## Is a deductible or basket common?

Frequency/market practice: Baskets are fairly common. True deductibles are seen if the seller has a strong bargaining position.

## Is a de minimis common?

Frequency/market practice: Fairly common.

## How long does seller liability survive?

Frequency/market practice: Typically 18-36 months; with specific additional terms for tax, labor and environmental matters, as well as for fundamental representations and fraud.

## Are there any common carve-outs from limitation on seller liability (e.g., fraud, tax, key warranties)?

Frequency/market practice: Common carve-outs include taxes, labor, capitalization, due authorization and organization, ownership of shares and fraud, usually tied to the expiry of the statute of limitations.

## Is warranty insurance common?

Frequency/market practice: Rarely.

# Agreeing to the acquisition agreement → Set-offs against claims

## Is a set-off against claims for tax benefits common?

Frequency/market practice: Fairly common.

## Is a set-off against claims for insurance proceeds common?

Frequency/market practice: Fairly common.

## Is a set-off against claims for third-party recoveries common?

Frequency/market practice: Fairly common.

# Agreeing to the acquisition agreement → Damages, knowledge

## Is there an obligation to mitigate damages?

Frequency/market practice: Fairly common.

## Is there an exclusion of consequential damages?

Frequency/market practice: Fairly common.

## Are provisions that there is no liability if the buyer has knowledge common, or does buyer knowledge have no effect?

Frequency/market practice: We commonly see "anti-sandbagging" provisions. It is less common to see "pro-sandbagging" provisions — the seller must have a strong bargaining position.

# Agreeing to the acquisition agreement → Dispute resolution

## Does local law allow for a choice of governing law?

Frequency/market practice: Yes, parties may choose the governing law.

## What is the common governing law?

Frequency/market practice: Peruvian law is agreed in most transactions, although New York law is sometimes seen in very large or cross-border deals. English law is sometimes chosen when European parties are involved.

## Is litigation or arbitration more common? If arbitration, where?

Frequency/market practice: Arbitration is more common. When Peruvian law is chosen as the governing law, the arbitration seat is usually in the Lima Chamber of Commerce or American Chamber of Commerce of Peru.

# Agreeing to the acquisition agreement → Stamp duty and tax

## If stamp duty is payable, is it normally shared?

Frequency/market practice: No stamp duty applies.

## Is a separate tax covenant/indemnity or tax deed common?

Frequency/market practice: It is fairly common to have a specific tax covenant/indemnity included in the purchase agreement.

Copyright © 2025 Baker & McKenzie. All rights reserved. **Ownership**: This documentation and content (Content) is a proprietary resource owned exclusively by Baker McKenzie (meaning Baker & McKenzie International and its member firms). The Content is protected under international copyright conventions. Use of this Content does not of itself create a contractual relationship, nor any attorney/client relationship, between Baker McKenzie and any person. **Non-reliance and exclusion:** All Content is for informational purposes only and may not reflect the most current legal and regulatory developments. All summaries of the laws, regulations and practice are subject to change. The Content is not offered as legal or professional advice for any specific matter. It is not intended to be a substitute for reference to (and compliance with) the detailed provisions of applicable laws, rules, regulations or forms. Legal advice should always be sought before taking any action or refraining from taking any action based on any Content. Baker McKenzie and the editors and the contributing authors do not guarantee the accuracy of the Content and expressly disclaim any and all liability to any person in respect of the consequences of anything done or permitted to be done or omitted to be done wholly or partly in reliance upon the whole or any part of the Content. The Content may contain links to external websites and external websites may link to the Content. Baker McKenzie is not responsible for the content or operation of any such external sites and disclaims all liability, howsoever occurring, in respect of the content or operation of any such external websites.  **Attorney** **Advertising**: This Content may qualify as “Attorney Advertising” requiring notice in some jurisdictions. To the extent that this Content may qualify as Attorney Advertising, PRIOR RESULTS DO NOT GUARANTEE A SIMILAR OUTCOME. **Reproduction**: Reproduction of reasonable portions of the Content is permitted provided that (i) such reproductions are made available free of charge and for non-commercial purposes, (ii) such reproductions are properly attributed to Baker McKenzie, (iii) the portion of the Content being reproduced is not altered or made available in a manner that modifies the Content or presents the Content being reproduced in a false light and (iv) notice is made to the disclaimers included on the Content. The permission to re-copy does not allow for incorporation of any substantial portion of the Content in any work or publication, whether in hard copy, electronic or any other form or for commercial purposes.