

## General Terms and Conditions for Provision of Services (GTCPS)

### 1. FTMSA

The law office Fischer, Tandeau de Marsac, Sur & Associés ('FTMSA') is a private professional company of lawyers registered at the Paris Bar since 1985; it is exclusively held and run by lawyers, members of the Paris Bar.

FTMSA is authorized to provide all manner of legal and judicial services under the conditions set out in Law no. 71-1130 dated 31 December 1971 (the 'Law') and Decree 91-1197 dated 27 November 1991 (the 'Decree'). FTMSA, together with its partners and collaborators, is bound by the rules of professional conduct laid down by the internal regulations of the Paris Bar.

Through the quality of the services it provides, FTMSA continually seeks to satisfy its clients, the success of the cases handled, the relevance of the consultation provided and the effectiveness of the instruments drafted.

The aim of these general terms and conditions for provision of services ('GTCPS') is to define the conditions under which FTMSA intervenes.

### 2. Engagement

#### 2.1 Definition of the Engagement

The nature, content and limits of the services requested from FTMSA (the 'Engagement') are established by the Client and, if necessary, are the object of an exchange of correspondence between the Client and FTMSA; the Engagement may evolve; in which case, it may be supplemented and amended by any exchange of correspondence.

#### 2.2 Conditions of the Engagement

The Engagement is governed by the legal provisions applicable to the profession of lawyers and especially by the Law and the Decree and by the internal regulations of the Paris Bar ('IRPB') as well as by the GTCPS.

By entrusting an Engagement to FTMSA, the Client accepts the GTCPS, notwithstanding any differing stipulations contained in any other document and, in particular, the Client's general terms and conditions of purchase. The GTCPS annul and replace any oral or written agreements that might have been concluded previously between the parties regarding this matter. Any derogation from the GTCPS that is exceptionally accepted by the Law Office must be set down in a separate written agreement, is only valid for the Engagement in question and may not be applied to other business relationships with the Client, whether in the past or in the future.

The Client undertakes in advance to furnish FTMSA with information and any document that is required to carry out the Engagement. FTMSA reserves the right to refuse any Engagement that, in its opinion, violates the law and regulations, professional rules of conduct, places it a position of conflict of interests or, more generally, if it decides that it must invoke its conscience clause.

### 3. The Client

#### 3.1 Information

The individual or legal entity that requests or entrusts an Engagement to FTMSA (the 'Client') undertakes to supply it with any information that is necessary or simply useful for carrying out the Engagement spontaneously and, in any case, upon request.

The Client undertakes to supply any documentary proof enabling (i) him/it to be identified and, if applicable, (ii) the actual beneficiary of the Engagement to be identified and (iii) any information allowing FTMSA to assess, during the term of the Engagement, the nature and extent of the operation for which its aid is solicited.

### 4. Intervening parties

In order to carry out each Engagement, FTMSA appoints a partnered lawyer, after consultation with the Client, who is responsible for completing the Engagement (the 'Person in Charge'). The collaborating lawyers or trainees who intervene

while the Engagement is being carried out will do so under the initiative, control and responsibility of the Person in Charge.

### 5. Conflict of Interests

FTMSA will not accept an Engagement from more than one Client involving the same subject matter if there is a conflict of interests between its Clients or, unless there is a prior agreement with the Clients, there exists a serious risk of such a conflict.

### 6. Confidentiality and professional secret

FTMSA is bound, in accordance with the provisions of article 66-5 of the Law and of article 226-13 of the Civil Code, by the most absolute professional secrecy.

### 7. Protection of data

FTMSA will take any useful measures to ensure the protection, integrity and preservation of the data it holds while the Engagement is being carried out.

### 8. Intellectual property

FTMSA grants the Client a personal right of use for its own needs to the documents prepared by FTMSA in its interest and within the framework of the Engagement. They may only be used by the Client within the framework of the Engagement in question. Any subsequent reuse, even within the context of a similar case and without the prior consent of FTMSA, is prohibited.

Consultations, instruments, contracts, pleadings or any document that is drawn up, together with any copyright, rights of reproduction and editing pertaining to the documents generated during the engagement, beyond their stipulated use, remain the property of FTMSA and are protected by the provisions of the Intellectual Property Code.

### 9. Responsibility of FTMSA

#### 9.1 Legal uncertainty

With regard to any legal proceedings that involve uncertainty, FTMSA cannot be held responsible for the consequences of this uncertainty.

#### 9.2 Subsequent use of the consultations provided by FTMSA

FTMSA, which exercises its consultancy functions in legal subject matter within the context of a case corresponding to a given situation at a given moment, may not be held responsible for the subsequent use of its consultations and advice within a context that differs from the case at hand, regardless of whether this use is made by the Client himself or any third party.

#### 9.3 Insurance

FTMSA is insured, with an insured sum of 15 million euros, per event and each year, against the financial consequences of professional misconduct.

In accordance with article 27 of the Law and the Decree, FTMSA guarantees the representation of the funds entrusted to it, to be used for a specific purpose and which must necessarily go through the CARPA account opened on behalf of FTMSA.

This guarantee is signed and maintained by the CARPA intermediary up to the total amount of funds handled by FTMSA.

### 10. Exclusivity

By accepting the Engagement, FTMSA does not undertake to conclude any exclusivity agreement in favour of the Client and remains free to accept any other Engagement from other clients, even if the engagement in question is similar or if the client carries out the same activities as the Client, except in the case of conflicts of interest.

### 11. Fees

#### 11.1 Principles

In accordance with the provisions of article 11 of the IRPB, FTMSA is entitled to settle the fees and emoluments due to it in consideration for carrying out Engagements (the

‘Remuneration’); the Remuneration is determined on the basis of the work carried out, the services rendered and the results obtained.

The Remuneration consists of invoicing for all the work required to study and conduct the case, in particular: the appointments at the law office or away from the office, research, studies, consultations, correspondence and telephone conversations, the drafting of legal documents or written submissions, miscellaneous trips or trips to hearings, expert meetings, procedural hearings and hearings at which submissions are made as well as any judicial or administrative formalities. The Remuneration is set in consultation with the Client, if necessary by means of an engagement letter or any other type of agreement. In their absence, in accordance with the provisions of article 11.2 of GTCPS.

#### *11.2 Invoicing on a time-spent basis*

Invoices on a time-spent basis are drawn up on a periodical basis (every month, every quarter or according to the tasks performed) and consist of a list of services rendered. The Client may consult any element regarding the status of his dossier at any time. The hourly rate for the various parties intervening during the Engagement is agreed upon between the partner responsible for the Engagement and the Client. It is revised on an annual basis.

#### *11.3 Approximate budgets*

On the occasion of each Engagement and upon special request by the Client, FTMSA will endeavour to prepare an approximate budget, on the basis of reasonable estimates, detailing the work due to be carried out. Nevertheless, FTMSA reserves the right to refuse to prepare a budget for any Engagements that are particularly complex or subject to uncertainties. FTMSA will inform the Client if the budget is significantly overrun.

#### *11.4 Estimate*

For certain Engagements, especially those that involve drafting instruments, FTMSA may propose an estimate. The estimate accepted is final and is imposed upon the parties regardless of the time actually spent in completing the Engagement. The Engagement Letter sets out the conditions regulating any overruns, in particular those due to new requests made by the Client and changes in the situation during the Engagement.

#### *11.5 Success-based agreement*

In certain cases, FTMSA may propose a success-based agreement. In application of the rules governing the lawyer’s profession and, in particular, article 11.3 of the IRPB, FTMSA may not base the Remuneration exclusively on the results of a case or an operation. Moreover, the Engagement Letter fixes the portion of the Remuneration that is on a time-spent or lump-sum basis and the calculation methods for the complementary success-based portion of the Remuneration.

#### *11.6 Payment conditions*

Settlement of the Remuneration is required upon receipt of the invoice and must reach the Law Office within the 15 days following receipt of the invoice. Any delay in payment will trigger the application of a penalty for delay amounting to one and a half times the legal rate of interest. This penalty will become due without any letter of notice, as set out in article L 441-6 paragraph 3 of the Commercial Code.

#### *11.7 Suspension of services*

If the Client fails to pay invoices, FTMSA reserves the right to suspend provision of any services related to carrying out the Engagement, in respect of which it will inform the Client and draw his attention to the possible consequences of such a suspension. This suspension of services does not exempt the Client from settling any sums owing to FTMSA for work already carried out by the latter.

## **12. Expenses and disbursements**

### *12.1 Disbursements*

Disbursements consist of all of the external expenses incurred by FTMSA and required to carry out the Engagement, in particular: bailiff fees, the fees of solicitors, instructing solicitors or legal representatives for proceedings outside the region of Paris, legal representatives at hearings before the commercial courts as well as the expenses and fees of any assistants whose intervention is required such as for example expert evaluations by accountants, Notaries, research offices, travel expenses etc.

In principle, disbursements are invoiced in the name of the Client and settled directly by him. Wherever they are directly handled by FTMSA, the invoices will be passed on to the Client

#### *12.2 Expenses*

The various expenses required to carry out the Engagement are handled directly by FTMSA and are recorded in expense reports. They mainly comprise: travel expenses, specific photocopying expenses etc.

#### *12.3 Payment conditions*

The expenses and disbursements are payable according to the same conditions as those that apply to fees, as set out in article 11.6 of the GTCPS.

## **13. Disputes**

The GTCPS are governed by French law. Any complaint concerning the amount and the recovery of the fees and the expenses and disbursements incurred by FTMSA, in the absence of any agreement between the parties, may only be settled by having recourse to the procedure envisaged in articles 174 et seq. of the Decree. The matter will be referred to Chair of the Bar Association at the Paris Court of Appeal by the party which first lodges the complaint.