

AMSTEL & SEINE'S TERMS OF SERVICES

1. Scope

These general terms of services shall apply to all services, works products, legal advices or opinions (the "Services") provided by the law firm Amstel & Seine Associés ("**A & S**" or the "**Firm**") and to all lawyers practicing therein to the benefit of each client of the firm (the "**Client**").

Following receipt of those terms of services by the Client, any request from the Client to the Firm shall constitute a tacit acceptance of those terms of services.

2. Obligations on the part of A & S

2.1. A & S undertakes to use all human, technical and intellectual resources available to perform the assignments which it has been entrusted with, in accordance with Client's instructions and conditions explicitly agreed upon, in particular, delivery deadlines, it being acknowledged that the obligations borne by A & S shall be an obligation of means (obligation de moyens). The Services rendered by A & S in connection with a given assignment are based upon the best possible analysis of the facts, information and documents provided or brought to its attention by the Client and based on French laws applicable as of the date of said Services.

2.2. A & S undertakes to scrupulously comply with the Code of Professional Conduct (Code de Deontologie) of the Paris Bar (l'Ordre des Avocats de Paris) in its dealings with Clients and fellow lawyers.

2.3. A Client shall be entitled to terminate in writing A & S's assignment at any time. In such cases, the Client shall remain obliged to pay for the Services rendered by A & S and for expenses and disbursements settled on its behalf, prior to the termination notice.

3. Invoicing

3.1. Unless specifically agreed otherwise, A & S's fees shall be calculated on the basis of hourly rates (tax and disbursements excluded) taking into account the degree of seniority of the lawyers involved, the level of urgency as well as other particular factors possible. These hourly rates will be provided to Client at the beginning of the case and in the event changes are made to these Terms of Services.

The rates are reviewed annually. The review usually occurs at the beginning of January.

3.2. A & S's fees shall not include expenses & disbursements paid on behalf of the Client for the purpose of accomplishing the assignment. Such expenses & disbursements shall be invoiced in addition to fees and shall be detailed in fee statements. Except in case a prior agreement has been reached with the Client, A & S shall not pay on behalf of the Client significant expenses or disbursements (court surveyor's fees, procedural hearing lawyers' fees, bailiff fees, registration or transfer duties and taxes, etc.). These expenses and disbursements will be invoiced by the concerned provider and addressed to the Client for direct payment.

3.3. If the Client has requested and received a fee quote, this quote is likely to be reviewed and updated depending on the developments of the file and services.

3.4. In the event any advance fee note is issued it has to be settled before any Services are provided by A & S. Neither the advance fee note, nor any amount kept by the Firm on its CARPA's account on behalf of the Client, shall produce interests. A & S is entitled to charge the expenses and Services incurred onto the advance fee note.

4. Payment

4.1. All fees, expenses and disbursements shall be periodically invoiced by A & S. They shall be payable upon receipt by the Client either by cheque or bank transfer. Payment in cash is not permitted. Pursuant to applicable laws, late payments shall give rise to late payment penalties equal to 3 month Euribor + 10 basis points.

4.2. In the event of payment default, A & S may cease to provide the Services in accordance with the Code of Professional Conduct (Code de Deontologie) of the Paris Bar (l'Ordre des Avocats de Paris).

5. Professional liability

5.1. Unless expressly agreed upon with the Client, the remedy for any damage caused by A & S (or by any person working within the Firm) shall not exceed the level of its professional liability insurance policies coverage (Paris Bar Council and AON excess professional liability coverage). In any event, the remedy for any damage caused by A & S (or by any person working within the Firm) is limited to direct losses, excluding any other form of damages such as loss of opportunity or profits caused by the alleged damage. On first demand, A & S shall send a copy of these insurance policies to the Client.

5.2. A & S's liability shall be excluded in cases where the Client has not provided the elements of information or documents necessary for the performance of the Services or has done so only with delay, or has transmitted incomplete or erroneous information and documents. A & S shall have no obligation to either verify or to have the information or documents provided by the Client verified independently.

5.3. A & S shall not be held liable for any damages or losses of any kind whatsoever in case of use by the Client of its services, work products, recommendations or opinions in another context or for any other purpose than that for which the service, work product, recommendation or opinion was performed or rendered.

5.4. Unless A & S has given its prior written consent, neither the Firm nor any person working within the Firm shall be held liable in relation to the use by a third party of any service, work product, recommendation or opinion given or rendered by A & S in the performance of its Services to its Client, as claims or actions may be brought only by the person or entity invoiced for the Services.

5.5. No liability action / claim against A & S may be brought by the Client more than two (2) years after the commencement date of the Services rendered, unless A & S and the Client have expressly agreed to suspend or extend such deadline.

6. Confidentiality

6.1. Pursuant to applicable professional conduct rules regulating the legal profession, all documents and information gathered by A & S in the performance of its assignments shall be held in strict confidentiality. Such documents and information shall only be disclosed in accordance with the aforementioned professional conduct rules or in cases where the disclosure thereof is required or authorized by law.

6.2. A & S shall not reveal its Client's identity and/or the assignments he is performing on his behalf on its web site or through any other communication media without its Client's prior approval. A & S shall not be responsible for any communication by third parties.

7. Archives

A & S shall keep all archives for five years. At the end of that period of 5 years starting on the date of issuance of its final invoice relating to that particular file, A & S has the right to destroy those archives or to have them destroyed.

In case the Client makes a request for recovering specific records or the whole file for study or any other purpose, A & S is entitled to invoice the Client for that recovery.

8. Governing law / Competent jurisdiction

8.1. **These general terms of services and the relations between A & S and its Clients shall be governed by French law (excluding any conflict of law provisions) and the rules of the Paris Bar (l'Ordre des Avocats de Paris).**

8.2. **Any dispute relating to these general terms of services or arising from the relations between A & S and its Clients will be submitted to the Bâtonnier of the Paris Bar (l'Ordre des Avocats de Paris). The Paris Court of Appeals will be exclusively competent in case of appeal.**