

STANDARD TERMS OF ENGAGEMENT

Lawyers at DELSOL Avocats are subject to French Act no. 71-1130 of December 31, 1971, to the French National Regulations of the legal profession and to the regulatory provisions specific to the Bar of which they are a member. The services provided by DELSOL Avocats on behalf of clients are governed by these Standard Terms of Engagement, except in the event of special agreements.

ARTICLE 1 - RIGHTS AND DUTIES OF DELSOL AVOCATS

1.1. Nature of DELSOL Avocats duties

DELSOL Avocats is subject to a best-endeavours obligation with respect to its clients. DELSOL Avocats performs the services requested of it by its clients with due care and diligence in respect of the regulations and jurisprudence applicable to the case and in effect at the date on which the case is submitted to it. Under no circumstances can DELSOL Avocats guarantee the success of the client's claims and requests. DELSOL Avocats may not be held liable for any presentations, documentation, technical, commercial, accounting or financial materials, productions or statements made by the client that would be or would subsequently be deemed to be inaccurate.

1.2. Conscience clause

DELSOL Avocats retains control over the de jure and de facto argument made before any jurisdiction and with respect to any adverse party. DELSOL Avocats will inform the client immediately if it feels unable to support any particular point of law or fact suggested by the client should it consider this point to be contrary to the interests of the client, to positive law or to its professional conscience.

1.3. Conflict of interests

Before opening a case and taking on a brief, DELSOL Avocats systematically checks for the existence of a possible conflict of interests. It is up to the client to inform DELSOL Avocats without wasting no time of any circumstance known to the client that might affect the assessment of a possible conflict of interests.

1.4. Professional secrecy

DELSOL Avocats lawyers are bound by the strictest professional secrecy to refrain from disclosing to any third party any information, intelligence or data

of any nature whatsoever that it may have obtained from the client. Unless officially identified otherwise, all communications between lawyers, irrespective of the medium or means of communication, are by nature confidential.

1.5 Client information

DELSOL Avocats will provide the client with regular updates on the progress of the case by any means that preserves professional secrecy.

1.6. Retention period

Materials or documents relating to cases handled by DELSOL Avocats are held at the client's disposal for a period of 5 (five) years from the date of completion of Delsol Avocats' assignment. Retention for a longer period will be subject to special agreement with DELSOL Avocats.

ARTICLE 2 - RIGHTS AND DUTIES OF THE CLIENT

2.1. Right and duty of information

The client has the right to request and obtain from DELSOL Avocats all information relating to the progress of the case, which DELSOL Avocats will provide in such a way as to preserve professional secrecy. DELSOL Avocats has the right to expect full and sincere information from its client, in particular as regards the client's civil situation and assets, the facts and circumstances of the case and any development that may come to the client's knowledge during examination of the case.

2.2. Materials, documentation and instructions

The client must provide DELSOL Avocats with all documents or materials in its possession or likely to come into its possession that may be related or useful to the examination of the case. In terms of judicial assistance and representation in court, DELSOL Avocats may not be criticised for having disclosed to the adverse party all or part of the materials received from the client, unless formally instructed otherwise by the client. In order to be binding upon DELSOL Avocats, the client's instructions, to whatever end, must be set out or confirmed in writing.

ARTICLE 3 - INTERVENTIONS BY DELSOL AVOCATS

3.1. General introduction

DELSOL Avocats is a firm of lawyers at the Bars of Paris and Lyon. The aim of the firm is to meet all the legal and judicial needs of professional life in both their national and international aspects. Driven by strong convictions, DELSOL Avocats supports, advises and defends the interests of a diversified client base, including CEOs, industrial and service companies, financial institutions, non-for-profit organisations, public authorities. DELSOL Avocats is organised into specialist departments, and frequently sets up multidisciplinary working groups to carry out complex and/or crosscutting operations involving several of the firm's specialist departments.

3.2. Means of intervention

Any request from a client must be addressed to the partner in charge of the case, who may then call, as needed, on one or more associates working within DELSOL Avocats and on one or more fellow lawyers outside DELSOL Avocats, in the light of the skills required for the needs of the case. The client may, if it so wishes provide a list of persons authorised to communicate with DELSOL Avocats for the examination of the case. As far as possible, the client shall be given, by return, an indicative response time, depending on the nature of the request. If the request is urgent, the client should indicate this when communicating its request, which will, as far as possible, receive priority treatment.

3.3. Legal assistance and representation in court

Subject to a request from the client in writing, Delsol Avocats lawyers represent and assist clients before every jurisdiction in France and abroad, whether State or arbitral, civil, commercial, industrial, administrative or professional. The client is hereby informed that DELSOL Avocats may, depending on circumstances, in the event of an emergency or local necessity or when it appears advisable or economically more favourable to the client, including in appearances before foreign jurisdictions or in the event of the need of a postulation service or for the purpose of monitoring simple procedural audiences, call in fellow lawyers of its choice as replacements, except in the event of formal objection by the client and subject to there being no conflict of interests. In all instances, DELSOL Avocats lawyers retain the power to direct the case, determine strategy, draw up judicial documentation and plead, subject to any local regulations that might apply. Except in the event of an emergency or particular necessity, written submissions and judicial documents (motions, summonses, conclusions, briefs, etc.) are submitted to the client for comment and agreement.

3.4. Legal assistance and advice

DELSOL Avocats lawyers, each within the speciality of their respective departments, together or individually offer legal advisory services that in particular include analysing questions, carrying out the necessary researches to furnish answers given by telephone and confirmed by email, or in the form of memos or consultations communicated by email, fax or mail, drawing up legal documents, agreements, assistance in agreement negotiations, discussions and transactions. DELSOL Avocats undertakes to provide the services requested in the shortest possible time, depending on the importance and complexity of the consultations and interventions requested.

ARTICLE 4 - FEES, EXPENSES AND DISBURSEMENTS

4.1. Fees

Fees for legal assistance and representation in court and for legal assistance and advice are established by agreement with the client. These fees are understood to be in euros (€) plus VAT at the current rate. Except by special agreement, the fees of DELSOL Avocats lawyers are calculated according to time spent, on the basis of an hourly rate varying according to the status (partner, of counsel, junior and senior lawyers), experience and specialisation of the lawyers designated to handle the case. Except in the event of an emergency or force majeure, a fee agreement will be proposed to the client, setting out either the amount of fees due for handling the case, or the means of determining fees to cover foreseeable services, plus the various expenses and disbursements envisaged. Any estimation of fees according to foreseeable services is intended to be purely indicative and this estimation may alter as the examination of the case progresses. The client will be given prior information of any significant variation in the volume of hours, including as a result of unforeseen difficulties or new elements, if the conditions of execution and the nature of the assignment permit. If, at the end or in the course of the assignment, the estimated budget is exceeded as a result of unforeseen difficulties or new elements that came to light after the initial estimate of foreseeable services, or as a result of specific necessities relating to a proper examination of the case or to its consequences or development, including in the event of new requests made by the client, this budget overrun may be billed by DELSOL Avocats at the hourly rates agreed. In all instances, telephone interviews and conferences and all related or supplementary services requested by the client but not included in the initial budget will be

billed at the agreed hourly rates. Depending on the nature of the case, the client may be asked to make a payment on account prior to any service being undertaken. Additional fees may be billed, by agreement with the client, with regard to the completion period, the difficulty of the case or the result achieved. In the event of early termination of the assignment for any reason whatsoever, where the work done and the services provided by DELSOL Avocats would have made it possible to achieve the desired result, the provisions of the fee agreement relating to contingency fee payments will remain applicable and enforceable against the client, irrespective of whether the conditions governing the payability of the contingency fee are only met subsequent to the dismissal of DELSOL Avocats. The client undertakes to inform DELSOL Avocats of the results of the case and/or of the procedure and in all instances to make payment of the contingency fee a matter of priority.

4.2. Expenses and disbursements

Unless agreed otherwise, expenses (travel, accommodation, restaurant expenses, etc.) and disbursements (costs of legal procedures, bailiffs, defence lawyer, substitute colleagues, formalities and publications, taxes, etc.) advanced by DELSOL Avocats are not included in fees and will be charged back to the client euro for euro against supporting documents. As far as possible, expenses and disbursements are subject to a request for an advance on costs or are billed directly to the client, who guarantees direct payment to the issuers.

4.3. Billing and payment

Except in the event of a request for an advance on costs, the fees and the expenses and disbursements advanced by DELSOL Avocats are billed either at the end of the case or at the end of each month as the case progresses. Invoices are accompanied by a statement of services provided. DELSOL Avocats invoices are payable upon receipt, either by cheque or by transfer to the bank account detailed on the invoice. In accordance with the provisions of sections L.441-6 and D.441-5 of the French Commercial Code (*Code de commerce*), when this last section applies, any sum not paid by the client within a period of 30 (thirty) days from the date of invoice will expose the client, without prior notice or reminder, to late payment penalties calculated on the basis of a rate three times that of the current legal interest rate, in addition to payment of a flat-rate indemnity of €40 for recovery costs.

ARTICLE 5 - INTELLECTUAL PROPERTY


5.1. Ownership of results arising from the intervention of DELSOL Avocats

Results arising from the interventions and services

of DELSOL Avocats (the “**Results**”) may take the form of written documents of every kind and on any medium (agreements, studies, consultations, summonses, conclusions, briefs, requests, minutes of meetings, manuals, scientific articles, training materials, etc.) Each of these Results may benefit from protection by copyright, subject to its originality. By default, DELSOL Avocats retains ownership to all intellectual property rights pertaining to the Results delivered. Under these Standard Terms of Engagement, and subject to the payment of fees, expenses and disbursements, the client enjoys a non-exclusive right of reproduction and representation of the Results, limited to internal use only, valid worldwide and for the legal term of copyright protection of the Results applicable in France. This limitation may not, however, pose an obstacle to the reproduction or representation of the Results for communication to third parties when such operations correspond to the usual purposes of the Results delivered. No form of commercial exploitation of the Results is authorised, including standard agreements, consultations or training materials. Translation or modification of the Results is expressly authorised but relieves DELSOL Avocats of all liability for the resulting document. DELSOL Avocats expressly waives its moral right of paternity over the Results. Consequently, for the sole requirements of information and caution to third parties, and without such an operation establishing rights, the client is authorised to mark upon the documents a reference such as “Copying prohibited - This document is the property of company X”. Exceptionally, and subject to the payment of fees, expenses and disbursements by the client, DELSOL Avocats will transfer full title to the property rights of the Results when its service consists of the creation, on behalf of the client, of original works destined to be marketed or distributed under the name or trademark of the client. In this instance, DELSOL Avocats will be entitled to insist on recognition of its moral right of paternity in a form agreed with the client.

5.2. Trademarks

The terms “DELSOL Avocats”, “DELSOL Avocats

La Qualité de la Relation” and the logo  (the “**Trademarks**”) are trademarks registered in France and in the territory of the European Union with the INPI and the EUIPO. All DELSOL Avocats rights to the Trademarks are reserved and any use whatsoever thereof by the client or by any third party, without the prior agreement of DELSOL Avocats, is prohibited.

ARTICLE 6 - END OF ASSIGNMENT -

TERMINATION

6.1. End of assignment

DELSOL Avocats' assignment ends with the expiry of rights of appeal, or with the transaction or deliberate execution of the judicial decision, or on discharge by the client, or on the decision of DELSOL Avocats in accordance with the rules and practices of the profession.

6.2. Termination

DELSOL Avocats and the client may at any moment terminate the fee agreement existing between them governed by these Standard Terms of Engagement, subject to giving notice of at least 2 (two) months, subject to the option of immediate termination in the event of default, and in any event without prejudice to the fees, expenses and disbursements due on the date of termination, which must be paid without delay by the client.

6.3. Effect of the end of assignment or termination

With effect from the date of the end of assignment or effective termination of the fee agreement, DELSOL Avocats will be discharged of any intervention and assignment on behalf of the client. The end of assignment or termination will have no effect, however, on any clause in these Standard Terms of Engagement intended to survive to the termination of the fee agreement (including provisions relating to the financial aspects and those aspects relating to intellectual property).

ARTICLE 7 - PERSONAL DATA

The client is informed that DELSOL Avocats carries out processing of personal data (last name, first name, postal and e-mail address) for the purposes of management, billing, monitoring its clients' files and e-mail marketing. These data are necessary for the proper management of cases and clients and are destined for the authorised departments of Delsol Avocats. In accordance with articles 38, 39 and 40 of the French Data Protection Act (Law no. 78-17 of 6 January 1978 on information technology, files and civil liberties), natural persons have a right to access data concerning them and to rectify, to question and to object on legitimate grounds to the processing of their personal data and to sales contacts, at the following e-mail address: info@delsolavocats.com, or by letter to DELSOL Avocats, for the attention of the Secretary, 11 quai André Lassagne, CS 50168 69281 L YON CEDEX 01, subject to providing proof of identity.

ARTICLE 8 - DISPUTE - MEDIATION

8.1. Dispute

In accordance with article 175 of decree 91-1197 of 27 November 1991, any dispute relating to the fee

agreement entered into with DELSOL Avocats and, more generally, to the performance and termination of the DELSOL Avocats assignment and to the billing of related fees, expenses and disbursements, will be submitted by the earliest petitioner to mediation by the President of the Bar Association (*Bâtonnier de l'Ordre des avocats*).

8.2. Mediation (applicable solely to the consumer client)

In the event of a dispute arising from the fee agreement entered into with Delsol Avocats, the client is informed of the possibility afforded by section L.612-1 of the French Consumer Code (*Code de la consommation*) of recourse to the Legal Ombudsman (*Médiateur National de la Consommation de la Profession d'Avocat*), as follows:

Mr Jérôme HERCE, Médiateur de la Consommation de la Profession d'Avocat

CNB 22, rue de Londres

75009 Paris

E-mail address:

mediateur@mediateur-consommation-avocat.fr

Website:

<https://mediateur-consommation-avocat.fr/>

The client is informed that referral to the ombudsman may only take place once prior attempts have been made to settle the dispute with Delsol Avocats by written complaint.

Version in force on 1 July 2016

Important: the client is informed that only the French version of these Standard Terms of Engagement shall prevail.