

## Terms & Conditions

The lawyers of the firm GM & Associés (hereinafter referred to as the “Firm”) are subject to the French code of conduct for lawyers (the *RIN*) and the regulatory requirements of the Bar at which they are registered, including, in particular, the rules of ethics applicable to the exercise of their profession. Their participation on behalf of the Firm’s clients is governed by these General Terms and Conditions, with the exception of specific agreements that are explicit and in writing.

### 1. ASSIGNMENTS

#### 1.1 Assistance/ Representation in Court

**1.1.1** The Firm’s lawyers represent or assist the client, who has requested this in writing, before all courts. The due diligences conducted in this respect are remunerated in accordance with the regulations outlined in article 2.

**1.1.2** With the exception of emergencies or specific cases, the deeds and records concerning the main issue of the case are transmitted to the client at the planning stage for the client’s opinion and discussion.

**1.1.3** In accordance with the type of dispute, the instructing lawyers’ participation or the participation of any other court officer may be desirable or required in order to carry out certain legal proceedings and/ or administrative procedures, it being specified that the Firm’s lawyers retain, with the exception of specific procedures, the powers to prepare strategies, produce records and present the case.

#### 1.2 Legal Advice

**1.2.1** The Firm’s lawyers provide all legal advice by means of written consultation or preparation of legal documents (contracts, agreements, letters, etc.) that have previously been the subject of a written request by the client, specifying the question asked or the subject of the deed and indicating the relevant items or the factual context. The advisory assignments may also consist of assistance during negotiations or in a written negotiation authorisation (contractual negotiations, talks or transactions), specifying the limits and also verbal advice. These due diligences are remunerated in accordance with the regulations outlined in article 2.

**1.2.2** If the advice required concerns foreign law, the advice of local contact persons can be requested.

### 2. FEES

#### 2.1 Amount

**2.1.1** With the exception of a specific agreement, the assignments outlined in article 1 are the subject of remuneration according to the time spent in accordance with the hourly rates of the Firm, excluding lawyer’s taxes, which vary according to their status (partners or employees), their area of participation and their experience, as well as the nature and degree of complexity of the file. The assignments outlined in article 1 may also be the subject of a success fee and, on request by the client and if the file is appropriate for this, a flat fee agreement.

This hourly rate varies between €60 and €300 excluding tax (60 euros for a paralegal, 100 euros for a legal executive, 150 euros for a junior lawyer, 200 euros for a senior lawyer, 300 euros for a partner)

**2.1.2** A proposal of approximate fees may be sent to any potential client requesting this. In any event, the lawyer

in charge of the file acknowledges receipt in writing of the participation request made by the client; in this instance, (s)he indicates the service requested as well as the flat-fee or approximate amount of the fees agreed.

**2.1.3** According to the nature of the file, an advance on fees may be requested from the client before any due diligence.

**2.1.4** With the exception of a specific agreement, the fees do not include the costs incurred by the Firm to successfully complete its assignment (travel and meal expenses, etc.) that shall be reimbursed by the client, neither do include the cash expenditure, which it will pay directly. The fees for participants who are referred to in articles 1.1.3 and 1.2.2 are directly collected from the client by the latter.

## **2.2 Methods of Invoicing and Payment**

**2.2.1** The fees concerning the due diligence completed by the Firm's lawyers are invoiced on a monthly basis by the partner responsible for the file, unless (s)he decides to postpone the invoicing, having taken into consideration the specific nature of the file or a specific agreement.

**2.2.2** The invoice of fees details the due diligence completed, the time spent completing the essential service provisions, as appropriate, the total time spent and indicates the hourly rates retained for its preparation. Payment of the invoice must be made on reception.

## **3. INDEPENDENCE**

In application of the principle of independence that characterises the exercise of the profession of Lawyer and in application of the legal and ethical regulations that are applicable to it, the Firm may refuse to reply to a consultation request on any occasion, either for moral reasons at its sole discretion, or because it considers that the requested service provision does not fall under its area of expertise. In this instance, it undertakes to alert the client immediately.

Completion of the service provisions implies the participation of a team of Lawyers and/or legal assistants for the majority of assignments, the composition and change to the team of participants remaining at the Firm's sole discretion.

## **4. INTELLECTUAL PROPERTY - PUBLICITY**

### **4.1 Intellectual Property**

The work prepared by the Firm, both for judicial proceedings and for legal documents are intellectual works covered by copyrights.

### **4.2 Publicity**

Concerning court rulings and deals in which the Firm has participated, the Firm has the option of informing any third party of these by any means.

## **5. RECIPROCAL OBLIGATIONS BY THE PARTIES**

All the due diligence and the care required to safeguard the interest granted shall be applied during performance of this assignment.

The relationships between the parties are based on reciprocal trust.

To ensure the effective nature of the Firm's support, the client undertakes to disclose all the information concerning the issue that it is submitting to the Firm without limitations, and to provide it with all the related documents.

## **6. EARLY TERMINATION OF THE SERVICE PROVISIONS**

In the event that payments of the invoices issued in accordance with this document are not made on their due date, the Firm may choose to suspend its participation without prior notice, or to return the file to the client, who remains liable for the fees and the costs incurred.

In the event of disagreement between the Firm and the Client concerning the management of the file or the assignment, as well as in the event of non-adherence to these terms and conditions, either party may terminate this agreement without prior notice and end the assignment.

The service provisions completed and the costs incurred by the Firm until the date of termination are payable to it.

## **6. DISPUTES**

Any difference with a client concerning which they are unable to reach an amicable solution shall be submitted to the Chairman of the Paris Bar Association (*Bâtonnier de l'Ordre des avocats au Barreau de Paris*).