

SUBSCRIPTION AGREEMENT

BETWEEN :

The law firm BONNEMAIN
La Maison Bleue
139, rue Jean Jaurès à FREJUS (83 600)

Contract Number: :

Reserved box at the SELARL

SELARL with a capital of 10 000 €, registered with the R.C.S. of FREJUS under the number 529 912 453

Represented by its current director

AND THE CUSTOMER (hereinafter referred to as) :

Name or legal name :.....
Address
Zip code : City :..... Country :.....
Phone : Fax :
Email :.....

COST OF SERVICE :

Cost of monthly subscription HT :
TVA (rate of 20% in force at the time of the conclusion hereof – revisable in case of modification during the execution of the contract) :

Terms of payment :

SPECIAL REMARKS :

Done at FREJUS on (in two original copies)

The law firm BONNEMAIN

THE CUSTOMER
(name and capacity of signatory)

Precede with the mention read and approved

GENERAL CONDITIONS

Article 1: PURPOSE

These General Terms and Conditions define the respective rights and obligations of the law firm BONNEMAIN and the CUSTOMER in connection with the provision by the law firm BONNEMAIN of a permanent consultation service.

They define in particular the specific conditions of use of this service by the CUSTOMER here as its particular terms and conditions.

Any performance by the law firm BONNEMAIN of a provision of this service as described in Article 3 therefore implies the unreserved acceptance of the CUSTOMER of these general conditions. The CUSTOMER certifies the power, authority and capacity necessary for the successful conclusion and performance of the obligations provided for herein.

Article 2 : DEFINITIONS

In these Terms and Conditions, the terms referred to below have, unless otherwise specified, the following definition :

CUSTOMER : the natural or legal person who has subscribed to the Service provided by the law firm BONNEMAIN for its own needs or that of its activity.

CONTRACT : these General Conditions and the Special Conditions of Service, both constituting by express agreement between the parties an indivisible whole.

SERVICE : consulting services provided by the law firm BONNEMAIN to its CUSTOMER.

Article 3 : SERVICE DESCRIPTION

3.1 During the period of execution of the contract, the law firm BONNEMAIN undertakes to provide its CUSTOMER with a service called permanent consultation.

3.2 This service consists in the provision by the law firm BONNEMAIN of a written answer to any legal question asked by the CUSTOMER concerning the conduct of its activity or its own needs in one of the areas of law falling within the competence of the Firm according to the execution procedures provided for in Article 4.

3.3 The areas of expertise covered by the law firm BONNEMAIN are :

- civil law (personal law, family law, property law, law of obligations, law of liability),
- business law (acts and negotiable instruments, goods and commercial activities, company law, insolvency law),
- real estate law (urban planning, construction, transaction, management),
- labour law (employment contract, personnel management, collective labour relations, dismissal)
- criminal law (general criminal law, special criminal law, criminal procedure).

Article 4 : TERMS OF EXECUTION OF THE SERVICE

4.1 The law firm BONNEMAIN is responsible for setting up the means necessary for the proper performance of the Service.

4.2 The law firm BONNEMAIN makes available to the CUSTOMER the telephone number, email and fax necessary for the performance of the Service.

4.3 The law firm BONNEMAIN undertakes to take charge of the request of its CUSTOMER within twenty-four (24) hours of its receipt, subject to the opening hours of the law firm, and to provide a detailed written response within eight (8) working days following this support.

The opening hours of the law firm are: from 09:00 to 12:00 and from 14:30 to 18:30.

4.4 The CUSTOMER transmits to the law Firm, at the same time as his request, all writings, information, various elements on which this request is based.

He also undertakes to transmit to the law firm BONNEMAIN all elements of which it would request communication, on simple request of the law firm formed by any means. The time taken by the CUSTOMER to communicate these elements extends the execution times of the Service mentioned in this article. It guarantees the accuracy of the information and various documents provided to law firm BONNEMAIN.

4.5 The law firm BONNEMAIN takes appropriate measures to ensure the continuity and quality of the Service, in particular during its periods of closure due to holidays or works, or periods of leave of its staff. In this case, the response to the CUSTOMER's requests will however be made orally within the deadlines mentioned in this article. Its written confirmation will be made within eight (8) working days following the end of the closure or holiday period.

Article 5 : DURATION

This contract is concluded for a period of one (1) year unless terminated by one of the parties under the terms and conditions set out in Article 6.

It will be tacitly renewed at the end of the contractual period for the same duration unless terminated by either party by registered letter with acknowledgment of receipt respecting a notice period of one (1) month before the effective renewal date.

Article 6 : EARLY TERMINATION

6.1 Termination for legitimate cause :

Without prejudice to Article 10, the subscription contract may be terminated in the event of a breach by either party of its obligations, charges and conditions described in the Special and General Conditions of the Service or their possible modifications and, in particular, in the event of violation of Articles 3, 4 and 7.

This automatic termination will take effect after a period of fifteen (15) days from the receipt, by the party against whom this right of termination is used, of a registered letter with acknowledgment of receipt stating the reasons.

6.2 Termination without legitimate reason :

The subscription contract may also be terminated by either party without legitimate reason by registered letter with acknowledgment of receipt respecting a notice period of one (1) month from receipt of this letter by the party against whom this right of termination is used.

6.3 Common conditions :

Whether invoked with or without legitimate reason, termination is at the risk of the party requesting it. The CUSTOMER remains in any case liable for the price of the Service due in the interval between his request for termination and its effective date indicated in this article.

Article 7 : FINANCIAL CONDITIONS

7.1 The price of the Service provided by the law firm BONNEMAIN is defined in the Special Conditions of the contract according to the options and special execution methods possibly requested by the CUSTOMER taking into account his activity or his specific needs.

7.2 The Service is billed from the effective date of the subscription contract. The cost of the first subscription month is calculated in proportion to the number of days remaining until the end of the current month.

7.3 Invoices are published monthly by the law firm BONNEMAIN.

They are payable in euros within the maximum period and according to the terms agreed in the Special Conditions of Service.

7.4 In the event of default or late payment, the law firm BONNEMAIN may suspend the performance of the Service until regularization or terminate the subscription contract under the terms and conditions provided for in Article 6.

Article 8 : RESPONSIBILITIES

8.1 The law firm BONNEMAIN delivers to the CUSTOMER an objective response in accordance with the updated data of the law and case law to the problems it submits to it. It is bound within this strict framework by an obligation of result.

8.2 The Service provided by the law firm BONNEMAIN consists solely of the delivery of legal advice. It can in no way be assimilated to an advisory service concerning the non-legal areas of the CUSTOMER's activity and, in particular, its financial management, its strategic orientations, the management of its staff, or its taxation.

8.3 Unless a separate representation contract is concluded, the CUSTOMER will be solely responsible for the possible implementation of the information contained in the consultations sent by the law firm BONNEMAIN in the performance of the Service.

Article 9 : ASSOCIATED FINANCIAL BENEFITS

9.1 The CUSTOMER benefits from a privileged fee rate of 250 € excluding tax, costs and disbursements per hour in legal proceedings for which he will entrust responsibility to the law firm BONNEMAIN throughout the period of execution of the Service.

However, this preferential rate does not preclude the definition, on a case-by-case basis and by a separate agreement between the parties, of a performance fee assessed according to the nature of the dispute, its complexity and its stakes.

9.2 The practice management fee is 20% HT of the hourly fee invoiced. Disbursements correspond to the fees and taxes whose cost is imposed by the Law or the needs of the file to allow the conduct of the procedure entrusted to the law firm BONNEMAIN

Article 10 : MODIFICATION OF THE CONTRACT

The law firm BONNEMAIN may be required, including during the initial subscription period, to make changes to the price or characteristics of the Service.

The CUSTOMER will be informed by any means of any modification concerning him one (1) month before its entry into force. He may terminate the contract within two (2) months from the entry into force of the amendment by registered letter with acknowledgment of receipt.

Article 11 : PROTECTION OF PERSONAL DATA

11.1 The law firm BONNEMAIN informs the CUSTOMER that it implements a treatment of personal data, for which he is responsible.

The legal basis for this processing is :

- the legitimate interest pursued by the firm when it pursues the following purposes :
 - prospecting and animation;
 - management of the relationship with its customers and prospects;
 - organization, registration and invitation to the firm's events.
- the execution of pre-contractual measures or the contract when it implements processing for the purpose of:
 - the production, management, follow-up of its customers' files;
 - recovery;
- compliance with legal and regulatory obligations when implementing processing for the purpose of :
 - the prevention of money laundering and the financing of terrorism and the fight against corruption ;
 - invoicing ;
 - accounting.

The data collected is mandatory. Otherwise, the achievement of the aforementioned purposes would be affected.

11.2 THE CUSTOMER is also informed that his data is collected for prospecting purposes electronically and by post subject to his prior agreement.

- I consent to receive prospecting messages or solicitation from the lawyer at the postal and electronic addresses mentioned in this agreement
- I consent to receive prospecting messages or solicitation from the lawyer's partners at the postal and electronic addresses mentioned in this agreement.

11.3 The law firm retains the data only for the time necessary for the operations for which they have were collected as well as in compliance with the regulations in force.

In this respect, customer data is kept for the duration of the contractual relationship plus 3 years for animation and prospecting purposes, without prejudice to conservation obligations or prescription. In the field of the prevention of money laundering and terrorist financing, the data are retained for 5 years after the end of the relationship with the firm. In terms of accounting, they are kept 10 years from the end of the accounting year.

Prospects' data is kept for a period of 3 years if no participation or registration in the law firm events did not take place.

The data processed are intended for the authorized persons of the firm and its service providers.

11.4 Under the conditions defined by the Data Protection Act and the European Regulation on Data Protection, natural persons have the right to access data concerning them, to rectify, query, limit, portability, erasure.

The persons concerned by the processing carried out also have a right to object at any time, for reasons relating to their particular situation, to the processing of personal data having as a legal basis the legitimate interest of the firm, as well as a right to object to commercial prospecting by mail accompanied by a copy of an identity document signed at the following postal address :

La Maison Bleue, 139, rue Jean Jaurès, 83600 FREJUS, or by email at the following address contact@bonnemainavocats.eu.

They also have the right to define general and specific guidelines defining the way in which they intend to exercise, after their death, the rights mentioned above by e-mail to the following address:

contact@bonnemain-avocats.eu or by post to the following address:

La Maison Bleue, 139, rue Jean Jaurès, 83600 FREJUS accompanied by a copy of a signed identity document.

The persons concerned have the right to lodge a complaint with the CNIL.

Article 12 : MISCELLANEOUS PROVISIONS

The subscription contract is governed by French law.

Any dispute concerning him will fall under the jurisdiction of the French courts.