

FEE AGREEMENT

BETWEEN THE SUB-SIGNS :

SELARL THE LAW FIRM BONNEMAIN

SELARL with a capital of €10,000, registered with the DRAGUIGNAN
Bar Registered with the RCS of FREJUS under number 529 912 453
Living at La Maison Bleue, 139, rue Jean Jaurès in FREJUS (83600)
Represented by its current directors

Hereinafter referred to as THE LAWYER

AND

Hereinafter referred to as THE CUSTOMER

IT WAS AGREED AS FOLLOWS: :

SPECIFIC PROVISION: LEGAL PROTECTION CONTRACT

It is hereby specified that THE CLIENT benefits from a legal protection contract subscribed by
Police n°
Broker

This agreement therefore falls within the scope of Articles L 127-1 et seq. of the Insurance Code and Article 10, paragraph 2 of Decree No. 2005-790 of 12 July 2005 on the rules of ethics of the legal profession amended by Decree No. 2007-932 of 15 May 2007.

THE CUSTOMER is solely responsible for the implementation of this insurance. He is also personally responsible for the reimbursement by his insurance company of the part of the lawyer's fees covered by his insurance contract.

THE CUSTOMER is informed that pursuant to Article L 127-3 of the Insurance Code, the implementation of the guarantee due by his insurance company can in no way limit his freedom to choose his lawyer.

THE CUSTOMER is also informed that pursuant to Article L 127-5-1 of the Insurance Code, the fees due to the LAWYER are freely determined with the latter, without being able to be the subject of an agreement with the legal protection insurer. The scale of support communicated by the latter once its guarantee has been implemented by THE CUSTOMER cannot, therefore, in any case replace the amount of fees due in execution of this agreement.

ARTICLE 1

The SELARL Firm law BONNEMAIN agrees to intervene to defend the interests of the CUSTOMER as part of

The LAWYER will exercise a mission of advice, assistance and representation, in the amicable phase and in case of failure, throughout the judicial phase.

The LAWYER undertakes to carry out all diligence, to implement all legal and procedural means to guarantee the interests of the CUSTOMER and ensure the best chances of success. He is, in this task, bound by an obligation of means and cannot, consequently, guarantee the CUSTOMER the achievement of any result.

The LAWYER will report to the CUSTOMER on the progress of the procedure.

He will submit to him all the pleadings and documents of the opposing party as well as his draft writings (formal notices, procedural act, etc.) prior to their communication, except in urgent cases or other grounds of impossibility. These writing projects are deemed approved unless otherwise notified by the CUSTOMER to the LAWYER by any written means (mail, fax, email).

The LAWYER will remain in any case master of the legal and factual argumentation developed in defense of the interests of the CUSTOMER.

The LAWYER undertakes to personally perform (that is to say by one of his partners or by any of his collaborators, under the control and responsibility of the partners), all the acts necessary for the defense of the CUSTOMER.

He also undertakes to personally attend all procedural or oral hearings. THE CUSTOMER nevertheless accepts that he may be substituted by any colleague of his choice in case of emergency or necessity.

ARTICLE 2

THE CUSTOMER undertakes to immediately inform the ATTORNEY of any facts or circumstances relating to the evolution of the dispute as well as all documents, documents and correspondence necessary for this information.

In particular, he undertakes to report without delay to the LAWYER the transactional discussions that he may have to conduct directly with the adversary, on his initiative or not, and to submit to the LAWYER, before their signature, the draft settlement or conciliation possibly developed in this context.

THE CUSTOMER undertakes to transmit to the LAWYER all the elements of which the latter would request communication, on simple request of the latter formed by any means.

THE CUSTOMER guarantees the accuracy of the information, documents and documents of any kind given to the LAWYER.

THE CUSTOMER undertakes to immediately inform the LAWYER of any change of contact details (postal address, telephone number, email address, etc.) or any change of registered office. Letters, emails or faxes sent by the ATTORNEY to the contact details set out herein will, failing this, be deemed validly intervened.

ARTICLE 3

THE CUSTOMER is aware of the legal aid mechanism which allows the payment of the lawyer's fees by the State, totally or partially and according to a pre-established scale, when he agrees to intervene for the benefit of the client whose resources are below a ceiling set by the administration.

THE CUSTOMER declares that he expressly intends to renounce by this contract to request the benefit of legal aid.

ARTICLE 4

The parties agree to fix the fees due to the LAWYER for the time spent by the latter for the processing of the file entrusted to him by THE CUSTOMER.

An hourly fee calculated on a basis of €340 excluding VAT will therefore be charged, excluding costs and disbursements per hour of work devoted to processing the file.

In order to allow the CUSTOMER to evaluate as much as possible the cost of the procedure, the time required to process the judicial phase of this file is provisionally estimated at

..... hours of work, i.e. a predictable fee of € H.T., excluding costs and disbursements or € T.T.C., excluding fees and disbursements after application of the VAT rate in force on the date of signature hereof (20%).

This estimate covers all the diligence carried out by the LAWYER, his collaborators and the staff of his firm as part of the mission entrusted by THE CUSTOMER including, and not limited to, the organization and conduct of appointments, the study, preparation and follow-up of the file, interventions before the court seized of the dispute, the drafting of letters and pleadings, disclosure of documents and procedural and pleading hearings.

It is fixed according to the foreseeable difficulty of the file, in view of the elements and information currently in the possession of the LAWYER.

It may therefore vary according to the evolution of the file and, in particular, in the event that circumstances or new situations not known and not reasonably foreseeable at the time of the signature of these terms and conditions would aggravate its complexity (pronounced expertise, need to call into question one or more third parties not party to the dispute as it appears at the signing of the present, number and/or complexity of pleadings and exhibits provided by the adversary(s), need for external stakeholders, number and duration of procedural, incidental or oral hearings, etc.).

The LAWYER will immediately inform THE CUSTOMER of the occurrence of these new circumstances or situations or of the exhaustion of scheduled hours for the resolution of the judicial phase of the case. He will then present him with an additional fee note specifying the additional steps performed and the time spent on their execution.

ARTICLE 5

To the hourly fee provided for in Article 4 is added a result fee.

The performance fee is by mutual agreement, taking into account the complexity and interest of the dispute, fixed on a basis equivalent to % excluding tax, excluding costs and disbursements :

- Sums obtained in principal, costs and interest

- Sums obtained in principal, costs and interest by THE CUSTOMER in respect of the compensatory allowance, possible damages and his rights in the liquidation of the matrimonial regime if it were to be liquidated as part of the divorce judgment.

The percentage used for the calculation of the performance fee will then apply to all the sums obtained under the compensatory allowance and to all sums obtained under the liquidation of the matrimonial property regime beyond the sum of €.

It will also apply both to amounts awarded in cash and to those taking the form of an allocation of property or a temporary or life right of use, habitation or usufruct.

In the event of fixing the compensatory allowance in the form of a life annuity pursuant to Article 276 of the Civil Code, the basis for calculating the performance fee will be constituted by the arrears due on the annuity and the capitalized amount of the sums to be received in the form of an annuity.

The capitalization of the pension to be received for the calculation of the performance fee will not refer to the 2018 Scale of capitalization of victims' pensions published by the Gazette du Palais in its edition of November 28, 2017, No. 41, pp. 36 and following.

- Sums obtained in principal, costs and interest by THE CUSTOMER as compensation for his bodily and psychological injuries, whatever their nature

This performance fee will apply to all sums received in capital and in the form of an annuity, the basis of calculation being, in the latter case, constituted by the arrears due in annuity and the capitalized amount of the sums to be received in the form of an annuity.

The capitalization of the pension to be received for the calculation of the performance fee will not refer to the 2018 Scale of capitalization of victims' pensions published by the Gazette du Palais in its edition of November 28, 2017, No. 41, pp. 36 and following.

- Sums saved compared to the amount of the convictions sought by the opponent retained for the application of this clause to the sum of €

- Special cases :

This performance fee will be due upon receipt of the court decision, transaction or agreement granting them to the USTOMER, notwithstanding any appeal or appeal that may be brought against them.

It will be paid by THE CUSTOMER to the LAWYER after final receipt of all sums due to the CUSTOMER in execution of this court decision, this transaction or this agreement.

In the event that the decision allocating the sums used as a basis for the allocation of the performance fee is appealed but has been executed, the amount of the result fee will remain deposited in the CARPA account of the LAWYER until a final decision is obtained.

ARTICLE 6

In addition to the hourly and, where applicable, result fees mentioned in Articles 4 and 5, the ATTORNEY is entitled to reimbursement of all costs incurred in the interest of the client. These costs include, but are not limited to, the costs of opening a file, photocopies, telephone, fax, secretarial, archiving or travel, subject, in the latter case, to the exclusion provided for in this section.

They are valued at a flat rate at the sum of 20% excluding VAT per hour of work invoiced according to the scale of the aforementioned Article 4 or, for a period provisionally evaluated at hours of work, a projected sum of € H.T. (either € T.T.C.).

This flat-rate assessment does not cover the costs of travel and stays that the LAWYER may have to carry out outside the jurisdiction of the Court of Appeal of AIX EN PROVENCE for the purposes of the case.

Except in cases of emergency or force majeure, the LAWYER will inform the CUSTOMER in advance of this trip and/or stay and its foreseeable cost, which will be added to the flat-rate assessment of the costs recalled above.

ARTICLE 7

Fees do not include disbursements or costs that must, in principle, be paid by the losing party. The LAWYER may, however, request their payment from the CUSTOMER on presentation of supporting documents.

ARTICLE 8

Unless otherwise agreed by the parties, the hourly fee, the result fee, the costs and expenses and disbursements will be due in full to the LAWYER in the event that the file entrusted to him by THE CUSTOMER comes to an end by the conclusion of a settlement protocol with the adversary or by the intention of the CUSTOMER to withdraw from the actions or proceedings previously initiated by the LAWYER.

ARTICLE 9

THE CUSTOMER authorizes the LAWYER to deduct from all sums that may be allocated to him – on a transactional basis or in execution of an irrevocable decision in respect of the dispute in the light of which this agreement was concluded and the mandate given to the LAWYER – the amount of the vacation and result fees recalled herein as well as the amount of disbursements and costs that would be borne by the CUSTOMER.

This levy may be made from the CARPA account on which the funds have been deposited, without any other formality than that of the establishment and presentation of the invoice corresponding to the sums due.

ARTICLE 10

Any invoice for costs or fees sent by the ATTORNEY in execution of these terms and conditions must be paid within a maximum of 15 days from its receipt.

In the absence of payment on the due date, default interest will be legally due and calculated on the basis of a rate equal to one and a half times that of the legal interest from the due date mentioned on the invoice, without the need for a reminder.

Any amount paid by THE CUSTOMER will have the value of a deposit and can not be considered as a deposit within the meaning of Article 1590 of the Civil Code. The ATTORNEY will be entitled to suspend or interrupt his due diligence in the event of failure to pay any of his invoices within the period of 15 days recalled above. He will inform THE CUSTOMER beforehand by any means preserving proof of receipt by its recipient.

ARTICLE 11

If this agreement is concluded outside the establishment of the LAWYER or remotely, no settlement may be made for the benefit of the LAWYER before the expiry of a period of 7 (seven) days from the date of conclusion of this contract.

THE CUSTOMER also has, in the same event that this contract would have been concluded outside the establishment of the LAWYER or remotely, a right of withdrawal for a period of 14 (fourteen) days from the conclusion of this contract.

This right of withdrawal is exercised by the sending by THE CUSTOMER to the LAWYER, by registered mail with acknowledgment of receipt sent before the expiry of the withdrawal period (the postmark being proof), of the withdrawal form annexed to this contract that he will have previously completed and signed.

The costs of sending the withdrawal form remain the sole responsibility of the CUSTOMER. The LAWYER informs the CUSTOMER that he will not take any steps before the expiry of the withdrawal period of 14 days mentioned above.

THE CUSTOMER may, however, inform the LAWYER that he wishes the latter to begin his mission without waiting for the expiry of this period:

- Either by any means in the case of distance contracts;
- Either by post or fax for contracts concluded off-premises;
- Either by ticking the clause below:

I would like SELARL LAW FIRM BONNEMAIN to begin the execution of its mission before the expiry of the withdrawal period of 14 (fourteen) days available to me pursuant to Article L 221-18 of the Consumer Code

If he exercises his right of withdrawal for unfinished services whose execution has begun following this express request before the end of the withdrawal period, THE CUSTOMER will then owe the LAWYER a fee and costs corresponding to the time spent by the LAWYER in the accomplishment of his mission until the communication of the CUSTOMER's decision to withdraw.

This amount will be calculated by applying the hourly cost mentioned in Article 4 and the flat-rate assessment of the management costs mentioned in Article 6 of this contract, without prejudice to any disbursements incurred by the LAWYER for the execution of his mission until his relinquishment.

A distance contract within the meaning of this article is defined as any contract concluded between the LAWYER and the CUSTOMER within the framework of an organized system of distance service provision, without the simultaneous physical presence of the LAWYER and the CUSTOMER by the exclusive use of one or more means of distance communication until the conclusion of the contract.

Is defined as an off-premises contract within the meaning of this article any contract concluded between the LAWYER and THE CUSTOMER:

- In a place that is not the one where the LAWYER carries out his activity permanently or habitually, in the simultaneous physical presence of the parties, including following a solicitation or an offer made by THE CUSTOMER;
- Or in the place where the ATTORNEY carries out his activity permanently or habitually or by means of distance communication, immediately after THE CUSTOMER has been personally solicited and individually in a place different

from that where the professional permanently or habitually carries out his activity and where the parties were, physically and simultaneously present;

- Or during an excursion organized by the ATTORNEY with the purpose or effect of promoting and selling services to the CUSTOMER.

THE CUSTOMER is informed that this article is not applicable if this contract is concluded in the context of his commercial, industrial, craft, liberal or agricultural activity.

ARTICLE 12

In the event that THE CUSTOMER wishes to divest the LAWYER and transfer his file to another lawyer, he undertakes to pay without delay the fees, as well as the costs, disbursements and expenses due to the LAWYER for the diligences carried out prior to the divestment. In the event that THE CUSTOMER relinquishes the LAWYER at a date close to the outcome of the dispute (proximity to the signing of a protocol, proximity to the closure of the procedure or close to the date of pleading) and while the work done by the LAWYER has made it possible to obtain the desired result or the economy pursued, Article 5 relating to the determination of the performance fee will be maintained in the terms provided for by this agreement.

THE CUSTOMER undertakes in this regard to immediately inform the LAWYER of the signing of a protocol or agreement or the obtaining of a decision ending the dispute, provisionally or definitively.

The omission of this information by THE CUSTOMER not justified by circumstances beyond his control will be sanctioned by the application of late payment interest on the amount of the result fee due at a rate equal to one and a half times that of the legal interest from the date of signature of the memorandum of understanding or the agreement or the obtaining of the decision ending the dispute.

The existence of this divestment clause may be mentioned by the LAWYER to his successor chosen by THE CUSTOMER in order to allow its implementation.

ARTICLE 13

The LAWYER shall at all times keep accurate and separate accounts of the fees and any sums he may receive and the allocation given to them.

He will deliver on request writing of the CUSTOMER, at the closure of the file, a detailed account clearly highlighting the costs and disbursements, the fee-based fees and the fees and mentioning the sums previously received as a provision or for any other reason. Such an account may also be issued by the LAWYER if it is required following a dispute in matters of fees pursuant to Articles 14 and 15 of this agreement.

ARTICLE 14

Any dispute having as cause or object the conclusion, validity, interpretation or execution of this agreement may also be submitted to the mediation of the Consumer Ombudsman by the customer under the conditions provided for by the Consumer Code and, in particular, its articles L 612-1 and following.

On the day of the signing of these terms and conditions (and for a period of three years beginning to run on 1 January 2016), these functions of mediator approved by the Commission d'évaluation et de contrôle de la médiation de la consommation (CECM) are exercised by the President of the Bar Jérôme HERCE, residing at 22, rue de Londres in PARIS (75009), Email: mediateur@mediateur-consommation-avocat.fr; Website: <https://mediateur-consommation-avocat.fr>.

The website of the Mediator of the Consumer Affairs of the Legal Profession, whose contact details are recalled above, specifies the terms and conditions of this mediation and allows you to submit an online request for mediation accompanied by the necessary supporting documents.

The LAWYER already recalls the request sent by THE CUSTOMER to the mediator can only be examined on condition:

- that it falls within the scope of competence of the mediator as defined by Articles L 611-1 et seq. of the Consumer Code ;
- it is not manifestly unfounded or abusive ;
- the dispute has not been previously examined or is being examined by another mediator or by a court ;
- that THE CUSTOMER has, beforehand, tried to resolve his dispute directly with the LAWYER by written complaint sent by RAR mail or any other means of communication retaining proof of receipt by its recipient ;
- that this complaint has not been addressed to the mediator after the expiry of a period of one year from receipt of his written complaint by the LAWYER.

Recourse to mediation is free of charge for THE CUSTOMER, except for the fees that the latter may be required to pay to a third party in the event that he chooses to be assisted by a lawyer, third party or expert of his choice as part of this measure.

The mediator is a neutral, independent, impartial third party who assists the parties in reaching an agreement. He may not receive any remuneration or injunction from any of them. Mediation is a confidential process: the information exchanged and the statements collected during the mediation as well as the findings of the mediator may not be disclosed to third parties or subsequently invoked or produced in the context of a judicial proceeding without the agreement of the parties, except for the exceptions provided for in Article 21-3 of Law No. 95-125 of 8 February 1995 on the organization of courts and civil procedure, criminal and administrative.

The use of mediation is not mandatory for the parties, nor is the continuation of this process in the event that they have decided to use it. The failure of this process does not preclude the referral to the judge to resolve the dispute between them relating to this fee agreement, under the conditions of Article 7.

ARTICLE 15

In accordance with articles 174 and following of Decree No. 91-1197 organizing the profession of lawyer, any difficulty relating to the execution of the agreement will be submitted to the jurisdiction of the President of the Bar Association of DRAGUIGNAN residing Palais de Justice, 11 rue Pierre Clément in DRAGUIGNAN (83300)..

ARTICLE 16

The LAWYER informs the CUSTOMER that he implements a processing 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.

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.

The ATTORNEY keeps the data only for the time necessary for the operations for which they were collected as well as in compliance with the regulations in force. In this respect, the CUSTOMER's data are kept for the duration of the contractual relationship plus 3 years for animation and prospecting purposes, without prejudice to conservation obligations or limitation periods. In terms of the prevention of money laundering and terrorist financing, the data is kept for 5 years after the end of the relationship with the firm. In terms of accounting, they are kept for 10 years from the end of the accounting year.

Prospects' data is kept for a period of 3 years if no participation or registration for the firm's events has taken place.

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

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, natural persons have a right of access to data concerning them, rectification, interrogation, limitation, portability, erasure.

The persons concerned by the processing carried out also have a right to oppose 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 oppose 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@bonnemain-avocats.eu.

They also have the right to define general and specific directives defining the manner 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.

DONE IN Fréjus

The

THE LAWYER

THE CUSTOMER

Handwritten

Precede with the mention

« Read and Approved »

WITHDRAWAL FORM

For the attention of SELARL THE LAW FIRM BONNEMAIN

I, the undersigned, (*) notifies you / notifies

(*) I hereby / our withdrawal from the fee agreement concluded on
..... and relating to file n°

In, the

(*) Strike out what does not apply

To be sent by registered mail with acknowledgment of receipt