

BELOT MALAN & ASSOCIES

AARPI d'Avocats au Barreau de Paris (Association d'Avocats à Responsabilité Professionnelle Individuelle)

March 1, 2011

GENERAL CONDITIONS OF SERVICES

1. Conditions of Services of the Firm - In these General Conditions of Services, the word Firm means BELOT MALAN & ASSOCIES AARPI, the word Client means any person who requests legal services from the Firm.

The recommendations, opinions, and more generally any work rendered by the Firm are based on facts, information and documents communicated to us or delivered to us by the Client. They are rendered on the basis of applicable rules and legislation as well as case law, which are applicable at the time they are rendered. As regards dispute resolution services rendered by the Firm, the Firm is not obliged to develop any arguments which are prospective or based on doctrine which is not applied by Courts or Tribunals at the time the work is performed.

2. Fees and disbursements - The fees are calculated on the basis of an hourly rate applicable at the time the service is rendered. Our rates range from 150 to 350 Euros/ hour excluding VAT, and depend on the difficulty of the case and the experience of the lawyer or advocate in charge of the work. The fees do not include disbursements and costs, external or internal, incurred for implementing the work. Costs and disbursements are invoiced over and above the fees, and are detailed in our invoices. The Client is liable for all such costs and disbursements incurred on his behalf. The Firm does not disburse costs involving large sums, including possible external fees of third parties (experts, bailiffs, attorneys, etc), except in the case of express agreement between the Firm and the Client. Except in this last case, such costs are invoiced and sent directly to the Client by the third party. After prior analysis of the file, the Firm may issue a contract for services, comprising all services to be implemented in the scope of a specific task. This contract describes all work to be implemented, as well as a fee quote. The Client shall sign this contract before any work is undertaken by the Firm.

3. Invoices and payments - The fees and disbursements are invoiced on a regular basis. Payment is due upon reception of the invoice, except if another term has been agreed in writing between the Firm and the Client. VAT applicable in France at the rate of 19,6% is invoiced as an additional cost, when applicable according to French applicable rules. Non-payment of any invoice at its term constitutes a breach on the part of the Client, which entitles the Firm to terminate and/or suspend any work or mission, as far as it is made in conformity with applicable deontological rules applicable to the Firm.

4. Anticipated termination of the relationship between the Client and the Firm - The Client is entitled to terminate relationship with the Firm at any moment. In such a case, the Client is not dispensed from paying all services, disbursements and work implemented by the Firm prior to notification made of such termination by the Client. Under the conditions set out by applicable deontological rules, the Firm is entitled to terminate the relationship with the Client with reasonable prior delay enabling the Client to find another law firm.

5. Professional liability - Professional liability of the Firm is limited by the conditions set out in articles 124 to 128-1of Decree n°91-1197 dated November 27, 1991 as modified by Decree n° 2007-932 dated May 15, 2007 applicable to AARPI (Association d'Avocats à Responsabilité Professionnelle Individuelle). According to these rules, liability can only be imputed to the individual advocate who performed the work at the client's request, and who signed the work. In any and all cases, and whatever the causes of liability and possible mistakes, the liability of the Firm and/or of the individual advocate is limited to 3.850.000Euros (Three Million Eight Hundred Fifty Thousand Euros) for all and any causes of liability. This liability is granted only to the benefit of the person invoiced by the Firm for the work rendered by the Firm itself, without the right of any third party to claim such liability for any work which may have been passed on to it. In any and all cases, the Firm is not responsible for information given by the Client, except if circumstances make it necessary for the Firm to check such information, in particular as regards the quality and qualifications of the Client. The Firm shall have no responsibility if the individual advocate and/or the Firm expressly indicated to the Client that he/it is not a specialist in the area for which he/it is solicited, and the Client notwithstanding this wishes him to do the work.

6. Confidentiality - All documents and information given to the Firm by the Client are strictly confidential. They may be disclosed only with agreement of the Client and in conformity with applicable deontological rules.

7. Applicable rules in case of dispute - These General Conditions of Services are submitted to French law and to applicable rules of the Paris Bar (Barreau de Paris). In case of dispute between the Firm and the Client, such dispute shall be exclusively submitted to the Bâtonnier of the Paris Bar, in conformity with these rules.