TERMS OF WORK

Applicable from 1 January 2022 and updated on 1 September 2026

1. Introduction

1.1. The present terms and conditions of service apply between *SRDB Avocats & Associés*, a French law firm with affiliated law firms around the world (hereinafter referred to as "SRDB"), and any individual or legal entity, under private or public law (hereinafter referred to as "the Client"), contracting with SRDB for the provision of legal services.
1.2. These Terms of Work contain the standard terms for SRDB engagement as the Client's lawyers and apply to all services provided by SRDB.
1.3. These Terms of Work are provided to comply with the legislation applicable to the legal profession and in particular the ethical rules of the Bars of Paris and Marseille, where the two main offices of SRDB are located.

2. Engagement

2.1. The scope of SRDB work will be as set out in the relevant engagement letter sent to the Client or as otherwise agreed by the parties ("Engagement Letter"). The Engagement Letter will be deemed to incorporate these Terms of Work.
2.1.1. If there is any inconsistency between the Engagement Letter and these Terms of Work, the terms set out in the Engagement Letter shall prevail.
2.1.2. The scope of any matter may be revised with the Client agreement. Nothing in these Terms of Work implies that SRDB is engaged to act for the Client generally or other than as expressly agreed.
2.2. SRDB is responsible for advising and/or defending the Client's interests, within the scope of the engagement entrusted to it by the Client, in accordance with the instructions outlined in the Engagement Letter.
2.2.1. SRDB is in charge of the argumentation and will inform the Client if it considers that a point of law or fact, which the Client advises it to support, appears contrary to the Client's interest, to positive law or to its conscience.
2.3. SRDB is bound by an obligation of best endeavours towards the Client and under no circumstances can SRDB guarantee the success of the Client's claims and demands.

3. Client's acceptance

3.1. Confirmation of acceptance of the engagement by the Client will occur with the signing of the Engagement Letter.
3.2. However, in the event of a verbal agreement, or where the Engagement Letter has not been countersigned by the Client, the Client's payment of fees or continued instructions to SRDB shall be deemed as acceptance of the terms of the Engagement Letter and in accordance with our Terms of Work.

4. Client's duty

4.1. The Client must provide SRDB with all information and documents allowing to carry out the work as efficiently as possible. All information given to SRDB must be complete, accurate, up-to-date, and provided as promptly as possible.
4.2. Any changes and variations that may arise with regard to the information provided must be promptly shared with SRDB.
4.3. The Client must keep SRDB informed as to any new circumstances which might be relevant to the work being undertaken.

5. Conflict of interest

5.1. The Client is obliged to inform SRDB without delay of any circumstance of which it would be aware and which would be likely to constitute a possible conflict of interest.
5.2. If a conflict of interest appears during the execution of the mission, SRDB and the Client will discuss and unless a solution is found, SRDB will terminate its mission.

6. Charges and expenses

6.1. SRDB charges for professional services consist of legal and other fees, reimbursable expenses (sometimes known as "disbursements") and, where applicable, Value-Added Tax ("VAT").
Under the terms of article 11 of the French National Internal Rules of the Legal Profession, the fees shall be based on the following elements: ***(a)*** the time devoted to the matter, ***(b)*** the research work performed, ***(c)*** the nature and complexity of the matter, ***(d)*** the importance of the interests involved, ***(e)*** the impact of the costs and charges of the law firm to which the lawyer belongs, ***(f)*** the lawyer's notoriety, credentials, seniority, experience and specialized knowledge, ***(g)*** the benefits and results obtained for the client through the lawyer's work, as well as the service rendered to the client, ***(h)*** the client's financial situation and ***(i)*** the speed at which action must be taken.
6.2. The chargeable work will include (but not be limited to) drafting documents, advising, reporting, dealing with correspondence, telephone calls, preparing for and attending meetings and preparing notes of those meetings, drafting instructions to Counsel, reading papers, researching the law, attending Court, and travelling time.
6.3. SRDB charges are based on hourly rates, which are determined in advance. These fees can only be changed by written agreement.

6.3.1. SRDB's current standard rates, excluding VAT, are:

- Senior Partner 580 € /h
- Partner 440 € /h
- Junior Partner 320 € /h
- Senior Associate 280 € /h
- Associate 240 € /h
- Junior Associate 180 € /h
- Assistant 150 € /h
- Clerk 90 € /h

6.3.2. Routine letters, e-mails and telephone calls will be charged as units of 1/10th of an hour. Other letters, e-mails and telephone calls will be charged on a time basis.

6.4. These rates may be adjusted upwards if, for example, the matter becomes more complex than expected or must be carried out in an emergency or out of hours. In these circumstances the increased rate will not exceed 10% above the usual hourly rate.

6.5. The hourly rates will be reviewed on the 1st of September each year and may be increased during the course of any particular instruction.

6.5.1. The Client will be promptly advised of the new rates and may request further clarifications regarding SRDB's rates after the yearly review.

6.6. Alternative billing arrangements (fixed fees, performance fees, etc.) may be adopted if specified in the Engagement Letter.

6.7. The total amount of the fees referred to in these Terms of Work, as well as the costs, disbursements, and travel fees, are increased by VAT at the rate in force in France on the day the invoice is issued, with the exception of situations in which VAT would not be payable due to the VAT territoriality rules for the provision of services.

6.8. If unforeseen additional work must be carried out, SRDB will inform the Client in advance and provide it with the estimated cost of carrying it out.

6.8.1. No additional costs or fees will be incurred without the prior agreement of the Client, except in cases where it is necessary to incur such costs to protect the interests and rights of the Client.

6.9. The Client may set a limit for SRDB's charges and expenses incurred on its behalf. If such a limit is set, SRDB may charge for work carried out and expenses incurred up to the limit without needing previous approval. The Client must pay the charges and the expenses up to the limit established.

6.9.1. SRDB would not exceed such an agreed limit without first obtaining the Client consent.

6.10. SRDB may ask the Client to pay certain sums in advance of carrying out work and incurring expenses on its behalf. These payments will be offset against the invoices sent to the Client periodically and against the final invoice.

6.10.1. The Client should be aware that the total charges and expenses are likely to exceed the advance payments made to SRDB.

6.11. SRDB reserves the right to clear any cheques or other forms of payment the Client provide to SRDB before carrying out any work on any aspect of your case.

6.12. SRDB is entitled to charge the Client for the work performed, for the time spent and the disbursements and expenses incurred on its behalf, even if the Client decides to terminate the engagement before the matter is concluded.

7. Invoices

7.1. SRDB will send the Client invoices for charges and expenses periodically during the course of the matter.

7.1.1. The Client undertakes to pay the invoices upon receipt and, at the latest, within 14 days of receipt.

7.1.2. All bank charges, including transfer fees, payment commissions, as well as any currency exchange or conversion costs related to the settlement of SRDB's invoices, shall be borne in full by the Client. SRDB's invoices must be settled for their full stated amount, without any deduction on account of such charges. The Client remains liable to pay any additional amount necessary to ensure that SRDB effectively receives the full amount of each invoice.

7.2. In the event of late payment or non-payment by the Client, an interest rate equal to "the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points" will be applicable per annum (Art. L. 441-10, II, of the French Commercial Code).

7.2.1. In the event of underpayment, the interest rate will be levied on the outstanding amount.

7.2.2. In the event of late payment or non-payment, SRDB may send reminders to the Client by any means. A flat fee of three hundred and fifty euros (EUR 350), excluding VAT, will be charged for the first reminder and for each subsequent reminder, provided that at least five (5) days have elapsed since the previous reminder.

7.2.3. If the parties have agreed on fixed fees, failure by the Client to pay the relevant invoice within the aforementioned 14-day period will entitle SRDB, without prejudice to the application of late payment interest, costs, disbursements and reminder fees, to substitute the initially agreed fixed fees with its standard hourly rates in effect for all work carried out. The Client will then be required to pay fees calculated on this basis for all services rendered.

7.3. Should there be any enquiries about or disagreements with an invoice, the Client may request further clarification from SRDB.

8. Client confidentiality and legal professional privilege

8.1. SRDB has a duty of confidentiality concerning client-related information, in accordance with the French legislation and the applicable ethical and professional rules.

8.1.1. Such information will not be disclosed except as specifically provided for in the engagement concluded with the Client or as required or permitted by the applicable ethical and professional rules.

8.1.2. Should SRDB at any time possess information about which there is a duty of confidentiality with a former or current client, it will not be obliged to disclose such information to the Client or to use it in its favour, even though the information may be relevant to its specific matter.

8.2. Provided that the required conditions are fulfilled, SRDB may be obliged to cooperate with official investigations or enquiries relating to any work carried out for the Client, pursuant to articles 56-1 and 56-1-2 of the French Code of Criminal Procedure.

8.3. Unless otherwise instructed, the Client authorises SRDB to use its name as a reference, without revealing the nature of the work provided.

9. Compliance and regulation

9.1. All attorneys have a duty of vigilance and must comply with anti-money laundering and anti-terrorism legislation, in accordance with the French National Rules of Procedure for the Legal Profession and the French Monetary and Financial Code.

9.2. SRDB has a duty of identification of the Client, the instructing party, the effective beneficiary, as well as the object and purpose of the matter that is to be carried out in accordance with the Client's instructions.

9.2.1. SRDB is authorised to collect, document, and preserve such data for the duration of the engagement.

9.3. If the Client is unable or unwilling to provide adequate evidence or information, SRDB will cease to act for it and will accept no responsibility for any delay or loss which may result.

9.4. In certain circumstances SRDB may have a duty, under law, to make a disclosure to the authorities. This duty to make a disclosure will occur when there is a suspicion or knowledge that a transaction may involve money laundering or terrorist financing (Articles L 561-15 and D 561-32-1 of the French Monetary and Financial Code).

10. Data protection

10.1. The Client agrees to the collection and use of its personal data and information that may be considered sensitive. The information collected serves the legitimate legal interests of SRDB.

10.2. Such processing will be carried out by SRDB as data controller and in compliance with the EU General Data Protection Regulation (EU-GDPR), the applicable French laws and regulations, the duty of confidentiality and the Client's instructions.

10.2.1. The Data collected is for the exclusive use of SRDB and shall not be communicated to third parties, with the exception of its subcontractors and, where applicable, legal and judicial auxiliaries and public and ministerial officials.

10.2.2. SRDB may share the Data with its offices located outside the European Union.

10.3. The Data is collected and processed primarily for the provision of legal services and:

- The performance of pre-contractual measures or the Engagement Letter when it implements processing for the purpose of: ***(a)*** provide the services, information and to respond to questions and requests made by the Client, ***(b)*** the production, management and monitoring of Client files, and ***(c)*** debt recovery.
- Compliance with legal and regulatory obligations, where the purpose of the processing is: ***(a)*** the prevention of money laundering and the financing of terrorism and the fight against corruption, ***(b)*** invoicing, and ***(c)*** accounting.
- SRDB's legitimate interest in processing data for the purposes of: ***(a)*** prospecting and marketing, ***(b)*** managing relations with clients and prospective clients, and ***(c)*** communication, such as sending newsletters, information, and invitations to events and conferences.

10.4. SRDB conserves Personal Data only for as long as is necessary for the purposes for which it is to be used, although it may store it for longer in order to comply with its legal obligations.

10.5. The Client has the right to access and rectify, complete, update or delete any Personal Data that is inaccurate, incomplete or out of date, as well as the right to request the restriction of processing and the right to object to the processing of Personal Data on legitimate grounds.

10.5.1. The Client may also, at any time and without reason, object to the processing of its Personal Data for communication purposes.

10.5.2. These rights may be exercised by contacting SRDB by sending an email to contact@srdb-lawfirm.com or your primary contact.

10.5.3. The Client is also entitled to file a complaint with the Data Protection authority in France, the *Commission Nationale Informatique et des Libertés* (CNIL).

11. Storage of papers and documents

11.1. SRDB will keep a file relating to the Client instructions in either hard copy or electronic format or both.

11.2. SRDB, with regard to engagements undertaken for the judicial defence of the client, will keep the files for a maximum period of 5 years from the Client's notification of the end of the legal proceedings.

11.3. In any case, SRDB will not keep the files for more than 20 years after the date of the final invoice sent to the Client.

11.4. At the end of these periods, unless otherwise agreed, SRDB has the Client express authority to destroy the files.

11.4.1. Documents that the Client has expressly requested SRDB to deposit in safe custody shall not be destroyed.

12. Termination

12.1. The attorney-client relationship will be considered terminated upon the completion of the specific services that the Client have retained SRDB to perform or, if open-ended services are agreed upon, when more than six months have elapsed from the last time the Client requested and SRDB furnished any billable services to it.

12.1.1. If the Client later retain SRDB to perform further or additional services, the attorney-client relationship will be revived, subject to the initial Engagement Letter.

12.2. Either the Client or SRDB, in compliance with the rules and practices of the legal profession, may terminate the engagement at any time.

12.3. In such a case, the Client shall be obliged to pay SRDB for all work performed, and all costs and disbursements, including any work and charges incurred after the termination date of its assignment, for the needs of the case or the Client. Where an alternative billing arrangement (fixed fees, performance fees, etc.) has been agreed between the parties, and where the work carried out by SRDB constitutes the main factor in achieving the desired result, payment of said fees to SRDB will be due in full by the Client.

12.4. If the decision to withdraw from representing the Client is made by SRDB, it shall give reasonable notice to the Client, in accordance with the specific circumstances of the engagement.

12.5. When the contract is terminated for any reason, SRDB will make available to the Client all the documentation corresponding to it, which must be retrieved by the Client within one month from the notification. After this period, such documentation will be archived and any request for its return will be invoiced.

13. Insurance and liability

13.1. In the event that the Client invokes dissatisfaction with the service provided, SRDB, as such, cannot be held directly responsible, given that it does not have legal personality.

13.1.1. The professional responsibility of one of the partners or associates does not involve that of the other members of SRDB. Each member is solely responsible for the professional acts performed by him/her.

13.2. Each lawyer within SRDB has their own professional liability insurance cover in place, in accordance with the requirements of their respective Bar Association.

13.2.1. SRDB's partner and associate lawyers cannot accept any liability above the maximum amount set out in the relevant insurance policy.

13.2.2. Neither SRDB nor its partners and associates may be held liable where the Client or a third party has participated in the materialisation of its loss.

14. Our service and complaints

14.1. SRDB's aim is to provide high-quality service to the Client. However, in the event of concerns or dissatisfaction, the Client is entitled to complain about the services provided.

14.2. The aforementioned complaint should be raised in the first instance with the person(s) named in the Engagement Letter. If the problem is not resolved satisfactorily, or if the Client would rather not approach the partner responsible for the matter, it may contact Georges Sioufi or Ziad Beylouni.

15. Equality and diversity

15.1. SRDB has a strong commitment to embracing as well as promoting equality and diversity in the relationships with its clients, employees and as well as with third parties. SRDB's equality and diversity policy can be consulted upon demand.

16. Law and jurisdiction

16.1. SRDB is regulated by the *Ordre des Avocats de Paris*.

16.2. These Terms of Work and the Engagement Letter are governed entirely by French law and the rules of the *Ordre des Avocats*.

16.3. Any dispute relating to these general terms of service and the performance of the mission of SRDB shall be subject to the exclusive jurisdiction of the *Bâtonnier de l'Ordre des Avocats de Paris*.

16.4. If the Client qualifies and so desires, it may also refer the matter to the consumer mediator for the legal profession. The relevant information can be found on the website: https://mediateur-consommation-avocat.fr.