**Willy Mathot Avocat**

Avocat inscrit au Barreau de Paris

57 avenue Franklin D. Roosevelt – 75008 Paris

abc@ava-law.com - +33 607 879 512 - + 33 1 53 53 44 53

Paris, ------------------

**Subject: Letter of engagement**

Further to our discussions with -----------------, you have requested our engagement for a mission consisting of -------------- (the Matter).

We wish to thank you and confirm that, should you sign this engagement letter (or provide us with instructions in the Matter) you are agreeing to the terms of this letter and therefore confirming our engagement as your lawyer for the Matter. Willy Mathot will handle the Matter himself or with assistance from his associated attorneys in case required with your prior approval. We are pleased to accept such engagement.

Willy Mathot will take instructions from -------------- or any director or officer of your Company as you

may direct from time to time as you may deem appropriate. Upon your request, Willy Mathot will also liaise with your attorney as you may instruct. You agree to provide us with information as may be necessary for the performance of our mission.

Our goal as your lawyer for the Matter will be to provide effective legal services at reasonable cost. We will strive to be reliable in terms of our legal services and be accessible to you.

Willy Mathot is hereby authorized to assume conduct of the Matter for representation as your lawyer. In the course of such representation, he will provide reports and updates to you on an interim basis when you require and when a major step in the Matter is reached, in any event no less frequently than once a month. You authorize Willy Mathot to do all things necessary relating to the Matters, all for the protection of your Company’s interest. We do not guarantee results nor that the Matter will be completed.

Our hourly rate is ------ euro VAT excluded. We shall try to provide estimates in as much as possible and

agreed package fee whenever reasonable. Success fee is also possible and should be agreed in advance.

Statements of services rendered and related fees, disbursements (and applicable taxes) will be made available to you on an interim basis on Google Drive. Invoice will be issued on an interim basis and payment is due when the invoice is received by you. Late payment interest on overdue accounts will be charged and payable at the rate of 1.5% per month calculated monthly as of the first day of the month following that month during which invoice is due. Invoices are forwarded by Email in PDF format.

We shall use Skype or other means of telecommunication that are free of charge in as much as possible. However, disbursements such as long distance and cellular telephone calls, travel expenses, parking, photocopying, faxes, couriers, postage, and other charges in direct relation to the Matters may be incurred by me when below 200 euros each. Disbursements in excess thereof may be incurred subject to your prior consent and pre-payment made to me.

At all times you shall have the right, with or without cause, to terminate our services by giving written notice and paying any balance then due. We also reserve the right to terminate our services at any time with reasonable notice, with or without cause, in particular in the following circumstances:

1. if my continuing to act would be unethical or impractical.
2. if our invoices are not paid timely; or
3. if you fail to respond to any reasonable request relating to the Matter, such that our representation of your interest could be compromised.

Willy Mathot is registered to and governed by the Paris Bar Rules and by the French laws that require he maintains your information confidential. The laws protecting French Avocat/client communications further provide that our legal advice are all generally protected by privilege. Certain legislative enactments, however, govern the collection, use and disclosure of personal information and/or legal opinions. You hereby consent to the collection, use and disclosure by us of your personal information in relation to the Matter. You also authorize us to disclose your personal information to other professional advisors with whom we are dealing on your behalf, any necessary governmental authorities and where necessary or authorized by you, counsel for an opposing party. You also consent that we may disclose your personal information in our professional and institutional public communication. We also would be honored should you agree to mention our services to you when you make public disclosure of transactions for the completion of which Willy Mathot acted as your lawyer.

Please be advised that French Bar Rules, including Paris Bar Rules provide that Client/Avocat claims related to fee or professional responsibility shall first be heard by the President of the Bar (Batonnier) whose decision is appealable before the civil courts. This letter of engagement and our duties to you hereunder are governed by French Laws.

Please indicate your approval of and agreement with all of the terms and conditions of this Agreement by dating, signing and returning the original to Willy Mathot by scan copy. You agree that your signing this letter of providing me with instructions to represent you in the Matter as aforesaid will imply that you have obtained *independent legal advice* as you deem appropriate prior to signing this Agreement.

APPROVED AND AGREED this day of ----------------