

## **General Terms of Service** **(hereafter G.T.S.)** V. 2020-2

**Save otherwise explicitly agreed in writing,**

### **1. Field of Application**

All Service offers and Services provided by Holfran, a limited liability company (S.A.R.L.) incorporated under French law (hereafter “Holfran”), for the execution of its Engagement, are exclusively governed by these G.T.S.. All other general terms, such as Client's general terms are excluded.

Any service request after having been informed or taken due notice of the G.T.S. implies Client's full acceptance of the G.T.S..

### **2. Engagement**

The G.T.S. may be supplemented by an Engagement Letter describing Holfran's Engagement (assistance, representation, or advice) ; these documents constitute the entire agreement between the Client and Holfran.

Holfran remains free to refuse its intervention in any case offered by the Client, especially in the case of conflict of interests.

### **3. Obligations of Holfran**

It is acknowledged that for the purpose of providing its Services, Holfran shall deploy its best efforts to duly perform a given task (French "*obligation de moyens*") to the extent possible and legally permitted, in accordance with his instructions and according to the material conditions and deadlines agreed upon with Client. The result cannot be guaranteed.

The provided Services comply with the best analysis of the facts, information and documents communicated to Holfran or made available by the Client – and which authenticity or truthfulness is certified by the Client – as well as the state of applicable law on the date of said Services.

### **4. Ethical conduct rules and Client's option**

Holfran complies with the ethical conduct rules applicable in its relations with the Clients, the opponents and the Courts. In this context, the Client can mandate Holfran to act for the purpose of its Engagement and to terminate such Engagement, at any time, in writing.

The Client is nevertheless bound to pay for all already provided Services, and all costs incurred by Holfran on behalf of the Client prior to the notice of termination.

In case of early interruption of the Engagement, the potential success fee is still owed, on whole or in part, to Holfran, to be calculated *ex aequo et bono*, depending on the progress of the file, and taking into account Holfran's arguments on the basis of which the result has been or may have been reached otherwise.

## **5. Fees**

Holfran's fees are generally calculated on the basis of an hourly rate, excluding taxes and expenses, and depend on the degree of urgency, and possible other specific factors. The applicable rates are communicated to the Client in the beginning of the file and when modified.

In such case, Holfran periodically issues a time sheet mentioning the work and services for the purpose of the Engagement and indicating the time spent working on the file.

Save exceptions, any and all time spent for a Client is invoiced, including meetings, phone calls, readings, research, drafting of documents, and travel time.

In some cases, Holfran may also apply fixed amounts, success fees, or subscriptions for certain periodic Services.

Are excluded from fixed amounts and subscriptions, any and all work or services whose necessity, extent or duration are exceptional, unpredictable or beyond Holfran's exclusive control; such steps are invoiced based on the time spent.

Save as otherwise mentioned, all amounts referred to are exclusive of tax and charges.

## **6. Expenses**

The fees do not include the expenses incurred for the purposes of the Engagement (travel expenses, fees of correspondent lawyer, specialists, experts, bailiffs, carriers, taxes, court fees, pleadings' fees, etc.), which are invoiced in addition to the fees.

Holfran does not advance such expenses.

The reasonable regular expenses (especially costs of regular mail, with the exceptions of registered mail) are comprised in the fees and paid for by Holfran.

## **7. Insurances for Legal Costs and Third-Party Financing**

The Client is informed that, as the case may be, some of its insurers may cover the costs of the file. It is Client's duty to check its insurance coverage and ensure that such coverage is triggered, and to verify the due reimbursement of fees or bearing of the costs. Any scale that may be issued by the insurance company solely concerns the coverage by such company and is not binding towards Holfran, the fees and expenses of Holfran being calculated in compliance with the G.T.S..

When reasonably applicable, Holfran further informs the Client over a potential coverage of the fees and expenses by the public Legal aid system, the Client being then free to resort thereto.

The Client is solely responsible for all third-party financing and for the disclosure of such financing to Holfran.

## **8. Cost Estimates**

Any estimate of costs and fees is necessarily provisional and depends on the information and documents received from the Client. It can be reviewed and modified according to the evolution of the file and of the Services.

## **9. Retainers**

Retainers must be paid prior to all Services and Holfran may charge the cost of the Services and expenses on the retainer fee.

In case the Client receives a payment on Holfran's third party CARPA account, the Client undertakes to authorize Holfran to collect any still outstanding amount of expenses or fees (including success fees) on such CARPA account, upon mere notification to the Client.

## **10. Payment modalities - late payments, costs and interests**

Invoices are payable on their due date, which is the precise date specified by Holfran, or otherwise the last day of the month that follows the month during which the invoice is issued. However, upon a debtor's reasoned written

request a payment term may be granted at Holfran's sole discretion.

Failing to comply with the due date, interests for late payment run without prior notice, as of the day following the due date.

Interests are subject to capitalisation. Their rate is of 12,5 % per year (or legal rate for consumers).

In case of non-payment on the due date by a business party (non-consumer), the unpaid amount will automatically, without prior notice, be overcharged with a 40 € recovery penalty per invoice, without prejudice to Holfran's right to claim additional fees, recovery costs or other losses it incurred.

In case of late payment, all outstanding amounts become immediately due.

## **11. Suspension and Termination of the Services**

Any late payment entitles Holfran, to suspend without prior notice, its Services until full payment of the outstanding amounts including any surcharge as provided for in the foregoing paragraph. No indemnity whatsoever in relation to such suspension, may be claimed from Holfran, without prejudice to Holfran's right to terminate the contract.

In the case of a persisting payment default, of a conflict of interest, an incompatible difference of file analysis between Holfran and the Client, or if Holfran cannot accept the line of defence proposed by the Client, whether for ethical, legal or feasibility reasons, Holfran may acknowledge this situation and notify the termination of the Engagement to the Client.

## **12. Liability and Insurance**

Any and all liability of Holfran is limited to the amount of € 500.000,00 per loss.

Liability is limited to direct loss, excluding any consequential loss such as loss of earnings, profits or chances related to the alleged facts.

Holfran does not perform any financial or accountancy audit, or solvency check, nor does it confirm provided or disclosed financial information.

As a member of the Paris Bar, Holfran's professional liability is insured in compliance with the conditions of the insurance policy subscribed in this context. Further information is available on request.

Additional insurances may be taken at Client's request, if necessary, in consideration of a specific interest.

## **13. Use of the Services**

The Services provided must be used for their intended purpose, in the context where they were provided, for the sole benefit of the Client, invoiced for said Services. Any other use, or any use by other persons or entities cannot entail any liability for Holfran.

## **14. Time-limits**

No (liability) suit may be brought by any of the Parties more than two years after it knew the facts allowing it to sue.

## **15. Confidentiality**

The documents and information collected by Holfran in relation to its Engagement are confidential. They are disclosed only to the extent legally permitted, subject to necessity and compliance with applicable conditions.

Except for those labelled as "*officiel*", and save exceptions, exchanges between Attorneys, are confidential and may not be further disclosed or produced in Courts.

## 16. Client's Identity

Holfran will not disclose on its website nor any other support, the Client's identity nor the nature of the Engagement without the Client's prior consent and will do so only in strict compliance with the applicable legal conditions, but without liability for communications done on third-party initiative.

The public Court orders and decisions may be used by Holfran in other cases, if necessary, after making certain personal data, anonymous.

## 17. Personal Data and Archives

In accordance with the regulations on personal data and in particular the General Data Protection Regulation (EU Regulation No. 2016/679, arts 13 and 14), you are informed that:

- The controller, responsible for the processing and the filing system is S.A.R.L. Holfran, whose contact details appear on the first page hereof.
- The purpose of the processing is the management of the file (judicial, arbitration or advice) entrusted to Holfran or the making of an appointment or a quote request.
- The collection of personal data is necessary (i) to meet the regulatory and legal obligations that Holfran must satisfy in the context of its activity as well as (ii) for the execution of the tasks entrusted by the Client to Holfran.
- For the protection of privacy, all personal data transmitted to Holfran is protected by secured premises and computer systems.
- Depending on the type of the case, those of the data that are relevant can be communicated to third-parties (e.g. Jurisdictions, Administrative Authorities, Opposing Lawyers) or specialized companies (Experts, Translators, Formalists) in the framework of their missions. Data are not transmitted for commercial purposes.
- The data are processed and kept by Holfran since the beginning of the relationship, even for the establishment of a fee quote or when making an appointment.
- Save your consent or any legal requirement, data will be kept for a maximum of 3 months in case no further action is given after a quote or initial appointment.
- In all other cases, data will be kept throughout the relationship, and for 5 years after the last legal or judicial act carried out by Holfran. Holfran may however be required to keep an archived version until the end of a period of 20 years from said last legal or judicial act carried out.
- In accordance with the applicable regulations, particularly regarding the protection of personal data, as well as the rules governing professional secrecy and conflicts of interest, and subject to these sets of regulations, you may enjoy the following rights:
  - request access, rectification or erasure of your personal data;
  - request a limitation of the processing of your personal data;
  - oppose the processing of your personal data;
  - request the portability of your data;
  - withdraw consent to treatment;
- Any request requiring retrieval or consultation of archived items may be subject to specific billing.
- You can contact the S.A.R.L. Holfran for any request related to your personal data (a copy of your identity documents will be necessary), using the address [privacy@holfran.com](mailto:privacy@holfran.com), or you may file a complaint with the CNIL [www.cnil.fr](http://www.cnil.fr).

## 18. Intellectual Property

The contents and all of Holfran's communication media, including any website, remains its property. Any unauthorized, whole or partial, reproduction may not lead to any liability on behalf of Holfran and may infringe the regulations pertaining to intellectual property.

Holfran is the owner of the intellectual property rights on all material created for the provision of Services (documents, photographs, presentations, etc.), even at the Client's request. Save Holfran's prior approval, the Client may not reproduce or use such materials, other than for the purposes for which they were created.

**19. Applicable Law – Venue and Jurisdiction**

**These G.T.S., all relations between the Client and Holfran as well as any possible dispute between them or related to the provided Services will be exclusively governed by the French law and the applicable rules of ethical conduct.**

**Any disputes concerning the G.T.S. or the relations between Holfran and the Client, including all urgent requests, calls in warranty or intervention, are of the exclusive jurisdiction of the Courts of Paris, France or, where appropriate, the Bar Association.**

**Non-professionals may also, as the case may be, petition the (French) Consumers’ Ombudsman for the legal profession, affiliated to the French “*National Council of Bars*” (Conseil National des Barreaux, Médiateur de la consommation de la profession d’avocat, 180 Boulevard Haussmann – 75008 Paris, France).**

**Only the French version of these G.T.S. is binding.**

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