

## **CONTRACT TO EMPLOY ATTORNEY**

Mister / Madam [REDACTED]  
(referred to in this contract as Client)

Address [REDACTED]  
requests and authorizes MAITRE BENJAMIN KERGUENO  
(referred to in this contract as Attorney) at 28 rue Gioffredo in NICE, 06000 FRANCE, to represent  
Client as

His Attorney in fact and in law as related to a dispute : [REDACTED]  
[REDACTED]  
[REDACTED]

for which Attorney will conduct negotiations and eventually make court appearances which are  
necessary to : [REDACTED]  
[REDACTED]  
[REDACTED]

but non including an appeal, and against all additional persons, firms, or corporations who may  
appear to be related to this case.

### **SECTION ONE** **Attorney's Fees**

Compensation for Attorney's services shall be based on an hourly fee arrangement.

**(1)** Client will pay Attorney the sum of TWO HUNDRED NINETY NINE EUROS (299€) VAT included (250 € + 19,6%) per hour for Attorney's time spent in research, writing, consultation, conference with parties, and other matters specifically related to the purpose described above.

**(2)** Attorney estimates that there will be no court and legal costs at this point of the case.

**(3)** Client shall pay all Attorney travel expenses incurred within the country of FRANCE, after common agreement between them.

### **SECTION TWO** **Billing Agreement**

**(1)** Client will not be billed for Attorney's time in the preparation or discussion of this employment contract or in discussions concerning disputes over billing.

**(2)** Client will pay a retainer of FIVE HUNDRED NINETY EIGHT EUROS (598 €) and receive a signed receipt form Attorney for said amount.

### **SECTION THREE**

#### **Client Cooperation and Attorney Withdrawal from Representation**

**(1)** Client agrees to disclose truthfully all relevant information to Attorney upon request.

**(2)** Client will make himself and any documents, persons or things under the Client's control available to Attorney at reasonable times and places for such conferences, inspections, discussions and legal proceedings as may be necessary from time to time.

**(3)** Client will promptly notify Attorney of any change in Client's address or phone number.

**(4)** Attorney will freely and frankly discuss the strategy and progress of the case with the Client upon request. Attorney must consult and seek permission of Client before taking any action which may significantly affect the outcome or cost of the proceedings.

**(5)** Attorney may not under any circumstances agree to settle a case without the prior consent of Client.

**(6)** Withdrawal from representation by Attorney is mandatory upon discharge by Client.

**(7)** Failure of Client to seek counsel of Attorney before taking any action which may affect the course or resolution of the case represents sufficient grounds for Attorney withdrawal from employment.

**(9)** Attorney may not withdraw from employment unless (i) the Client receives fourteen (14) days notice prior to withdrawal, (ii) signature of final deed is not scheduled within 30 days, (iii) withdrawal will not significantly affect the outcome of imminent signature or negotiation, and (iv) competent counsel may be obtained readily elsewhere by Client.

**(10)** In the event of withdrawal, Attorney will withdraw in writing and include reasons for withdrawing.

**(11)** Attorney may not condition completion of representation of Client upon payment of estimated or actual fee under any terms other than those stipulated within this contract.

**(12)** All documents presented By Client to Attorney remain the exclusive property of Client and must be returned upon demand. Attorney expressly relinquishes all general, possessory or retaining liens known to the common or statutory law.

## **SECTION FOUR**

### **Disputes**

**(1)** Attorney and Client recognize the benefits of maintaining a harmonious working relationship. Both agree to discuss openly any cause of dissatisfaction and to seek reconciliation. Client will not be billed for this discussion.

**(2)** Should either party believe itself to be seriously wronged or believe that the terms of this contract have been substantially violated, resolution shall be sought through binding arbitration of Monsieur le Bâtonnier de l'Ordre des Avocats au Barreau de NICE (NICE), which decision can be appealed in front of the Court of Appeal of AIX-EN-PROVENCE (FRANCE).

## **SECTION FIVE**

### **Power of Attorney**

Client grants a power of attorney to Attorney in order that Attorney may execute all documents relevant to the handling of this case, including negotiations, verifications, dismissals, order and all other documents that Client could otherwise properly execute.

## **SECTION SIX**

### **Notice**

Any notice required under this agreement shall be in writing and shall be deemed to have been duly served if delivered in person, or if delivered at or sent by first class mail to the business address of the person for whom it is intended, as specified in this agreement.

## **SECTION SEVEN**

### **Law to Govern Contract**

The laws of the State of France shall govern the construction and interpretation of this agreement.

## **SECTION EIGHT**

### **Legal Consumers Bill of Rights**

Attorney agrees to observe and respect the following Legal Consumers Bill of Rights.

**I.** You have the right to control your own legal affairs.

This means that your lawyer must :

- keep you fully informed with regular written monthly progress reports about the status of your matter
- promptly answer your questions
- promptly return your phone calls
- promptly disclose all alternatives available to you for resolving your matter, and
- fully discuss the advantages and risks involved in each decision.

This also means that you make all the key decisions in your matter, including whether and on what terms to settle a dispute.

Finally, this means that if you are not satisfied with how your matter is being handled, you have the right to fire your lawyer and file a formal complaint with the Attorney Disciplinary Board in NICE.

## **II. You have the right to affordable legal services.**

This means that your lawyers must fully disclose :

- all alternative fee arrangements
- total anticipated fees
- total anticipated costs, and
- any referral fees paid to other lawyers.

This also means that your lawyers must :

- provide you with an honest appraisal of the likelihood of a successful representation
- sign a written fee agreement that spells out the financial terms of every representation
- agree not to exceed estimated costs and fees without your written consent
- agree to return any unused portion of your retainer or other advanced payments
- make full use of economical legal support services such as paralegals and legal secretaries, as well as your own personal services to reduce the total bill to you, and

In addition, this means that whether you have signed an hourly contract or a contingency fee agreement, your lawyers can only charge you a reasonable fee based on the work actually performed.

## **III. You have the right to competent legal representation.**

This means that your lawyer must :

- provide legal services that are timely, thorough and professional
- tell you to seek other help, or arrange for co-counsel, if they do not regularly practice law in the areas involved in your matter
- treat you courteously

- not neglect your matter
- respect your right to privacy and protect your secrets and confidential information
- ensure that they have no conflicts of interest in representing you
- maintain accurate records, and
- provide you with copies of all court documents and letters they produce or receive while representing you.

**IV. You have the right to an accessible and accountable legal system.**

This means that you cannot be denied representation on the basis of race, creed, colour, religion, sex, sexual orientation, age, national origin or disability.

Finally, this means that lawyers must answer legal questions and prepare documents in simple English that is understandable to non-lawyers.

This contract has been read, understood, signed and attested on this day JULY 11TH 2013 by the undersigned.

**Attorney**

**Client(s)**