

POWER OF ATTORNEY

THE LEGAL ENTITY, Mandator

The undersigned,

Name and first name

Acting on behalf and for the account of ⁽¹⁾

Which he/she represents

- legally as ⁽²⁾

or

- according to the powers granted to him/her by ⁽³⁾

hereby constitutes and appoints in the name and on behalf of said legal entity.

As MANDATORY of the said legal entity with HSBC France, a Company whose registered head office is located in Paris, 103, avenue des Champs-Élysées, or with any other institution overtaking the rights of said Bank ;

⁽⁴⁾ Mr

⁽⁵⁾ Acting separately,

For the following purposes :

I – Cash Transactions

To deposit and withdraw any amounts, give any orders of – transfer, payment, opening of credit, make any use of funds, make any cash or foreign exchange transactions.

II – Stock transactions and other assets

To deposit, acquire, withdraw, transfer or alienate any assets or stocks of any kind whatsoever : securities, rights, units, contracts, bonds, ingots and coins. To give any spot or forward stock exchange orders, and on any financial markets, require any options, negotiations, conversions or exchanges, apply for any issues and contracts, request any redemptions or reimbursement, collect any dividends or other proceeds, redemptions and prizes included.

In this respect, it is expressly stated that :

The mandator on the one hand and the mandatory on the other hand declare that they have full knowledge of the mechanisms inherent in securities transactions and of the risks relating thereto.

The Mandator on the one hand and the mandatory on the other hand acknowledge that they are fully informed and undertake to inform each other in the future of any legal and regulatory provisions regarding the stock exchange market, and of any customs and practices applicable to any securities transactions and of the bank terms and conditions relating to said transactions and in force within HSBC France.

Therefore, the mandator on the one hand and the mandatory on the other hand release HSBC France from any liability with respect to any obligation of information concerning securities transactions.

III – Bills, notes

To issue, sign, endorse, accept, pay, guarantee, even by separate deed, any commercial negotiable bills, notes, cheques or warrants, present same for discount or collection, collect the amount thereof.

IV – Advances of funds on current account – Borrowings

To obtain any advances on current account, borrow any amounts in any form he/she will advise, constitute any pledges and guarantees, grant any assignment or pledge on professional debts, request HSBC France to issue in favour or for account of the mandator any guarantees, whether joint and several or not, or by endorsing or backing.

(1) Denomination, legal type, capital and registered head office of the corporate body, mandator.
 (2) Chairman and Chief Executive Officer or General Manager or President of the Directorate or sole General Manager, or Manager.
 (3) Resolution of the Board of Directors or decision of the partners dated ...
 (4) Name, first name, residence, date and place of birth of the mandatory/mandatories.
 (5) In case of several mandatories, if the mandator does not wish them to act « separately », substitute for this term the words « jointly » or « two by two », as the case may be.

V – Safe deposit box
Précious packages

To have access to any safe deposit boxes which are or may be hired, deposit into them or withdraw therefrom any objects, papers, or assets, to terminate the renting thereof. To deposit or withdraw any precious packages.

VI – Substitution

To substitute in all or part of this power of attorney, without faculty for the substituted mandatory to substitute in turn. For the purposes mentioned above, sign any receipts, discharges, releases, acknowledgements of receipt, deeds, statements, agreements, vouchers and documents, issue, endorse, apy any cheques, make up and approve any accounts, balance them, elect domicile, and generally take the necessary steps.

VII – Realease from professional secrecy

The mandator expressly authorizes the bank to provide the mandatory with any information relating the transactions mentioned in this power of attorney, whether they are carried out prior to this deed or subsequently. However, starting from the expiry date of this power of attorney, no document relating to transactions carried out before and during the validity period of this power of attorney may be supplied to him/her, unless expressly authorized by the mandator.

This power of attorney is valid until express revocation by registered letter to HSBC France in ⁽¹⁾

.....
In which case, the mandator shall undertake to advise the appointed mandatory/mandatories of the revocation, HSBC FRANCE assuming no responsibility in this respect.

However, this revocation is without effect as regards any powers of attorney otherwise given by separate deed by the mandator in favour of the mandatory/mandatories referred to above with HSBC FRANCE, which powers of attorney will continue to be applicable in all their provisions. The mandator releases HSBC France from any responsibility in this respect.

For the execution of these presents, the mandator elects domicile at its above-mentioned address and declares, besides, that the French Commercial Court shall have jurisdiction on this « procuration ».

⁽²⁾ Dated in _____ on _____

Approved :
... paragraph (s)]
... word (s)] crossed
... words added] out as nul

⁽³⁾ The Mandator :

⁽³⁾ The Mandatory :

Signed in the presence of Mr.
Initials :

NOTE

THIS POWER OF ATTORNEY IS VALID FOR ALL THE ACCOUNTS OPENED OR TO BE OPENED, EXCEPT IF THE MANDATOR STATES BEFORE SIGNING « READ AND APPROVED – GOOD FOR POWER LIMITED TO THE ACCOUNT N° ».

IF THE POWER IS LIMITED TO SPECIFIC TRANSACTIONS, ONLY SECTIONS I – II – III – IV – V – VI NOT USED SHALL BE CROSSED OUT, WHOLLY OR PARTLY, AND THE DELETION SHALL BE APPROVED AND INITIALLED.

THIS POWER OF ATTORNEY AND ALL THE RIGHTS AND OBLIGATIONS RESULTING FROM IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH FRENCH LAW.

(1) Indication of the Branch or Office and of its address.

(2) Signing date and place of the deed.

(3) The signature of the mandator shall be preceded by the handwritten mention « Read and Approved – Good for Power » and the signature (s) of the mandatory/mandatories by the mention « Read and Approved – Good for Acceptance ».