

## <u>Retainer Agreement on Follie Litigation –</u> <u>Power of Attorney</u>

The FOLLIE LITIGATION will be prosecuted on behalf of equity and bond holders who suffered losses arising out of their investments (equities and bonds) in FOLLIE financial instruments and derivatives in Greek Courts. The FOLLIE LITIGATION will be prosecuted on behalf of multiple clients and CLIENT will be represented by the FIRM as member of a claimants' group in joint law suits and legal actions ("Class Actions") and not individually.

The Client agrees to give full and irrevocable authority to the Firm to undertake the case and bring it to a final result, whether in court or by extra-judicial settlement, to represent him before any authority or court and to act on his behalf at his utmost good faith as his attorney in order to get him compensated for his damage.

By this agreement the Client gives full power of attorney to the Firm to undertake any and such legal measures that may deemed necessary in order to be compensated for the damages that has suffered as an investor in any financial instrument or derivative issued or related to FOLLIE against the company's management and any other person or persons, physical or legal entities that might be held liable for compensation under the following financial terms and conditions: The undersigned client agrees to pay, once he agrees to assign the case to the Firm: o As advance payment/fee a percentage of 1% + VAT 24%

- on the financial damage already effected due to the liquidation of investments in financial instruments-derivatives issued or in any other way related to FOLLIE company,
- or on the purchase price paid for the sum of the investments in case in which there is no liquidation

by invoicing payment to the account of the Firm at ALPHA BANK – GREECE, as follows: Alpha Bank 834 00 2002 002129, IBAN: GR47 0140 8340 8340 0200 2002 129.

• The above amounts regard the advance fee payment of the Firm and do NOT include all costs until the final judgment of the case. Also, the above amounts do not include the 1% calculated as a percentage of the claim, regarding the judicial fee, which is optional, in case client's claim has an "identifying request", so the judicial fee is not paid in advance, but only upon successful judgment.

(The «action for performance» ( $\kappa \alpha \tau \alpha \psi \eta \varphi \iota \sigma \tau \iota \kappa \eta \alpha \gamma \omega \gamma \eta$ ) aims at a judgment ordering the defendant to perform as obligated; the performance may be a specific one, or consist in the payment of money. The practical relevance of an action for performance lies in the field of enforcement: it is the only type of action which, if successful, opens the way for enforcement by execution, therefore an extra levy of 1 % on the claimed amount must be paid for the proper filling of such ab action.)

- In the event of a favorable judgment, award, settlement, or any decision by any third party to compensate the Client for the FOLLIE related losses, the Client shall pay the FIRM as an additional fee ("success fee") 10% of the gross recovery awarded to him or payable pursuant to a settlement agreement with any counterparty to the FOLLIE LITIGATION, or, pursuant to a unilateral decision by any such party or third party to make a payment compensating wholly or partly the losses suffered by him on his FOLLIE Investments, irrespective of the nature of the compensation (in cash, financial instruments or otherwise). In case of an extra judicial settlement not in cash but any other manner (equities or bonds or other financial agreement tantamount to cash), the success fee percentage will be calculated on the equivalent of the notional price of the equities or bonds, etc
- In the event of a favorable judgment the amount of up to 5% will be paid by Client in order to get an execution order against assets of defeated defendants, in case they do not willfully abide to the Court Decision.

- Client and the Firms hereby agree that the advance payment is not refundable and that this Agreement is to be governed by Greek Law. Any dispute, disagreement, or legal action relating to this Agreement shall be governed by Greek Law. Client and the Firms hereby consent to the jurisdiction of the courts of Athens-Greece in the event of any legal action relating to this Agreement. Any action or other legal proceedings relating to this Agreement may be brought only in the courts of Athens-Greece.
- All above fees should bear an additional 24% VAT

Each party will get one true copy of this Agreement.

The Undersigned Client

The Law Firm

Athens , ....../...../2019

## LIST OF DEMANDED DOCUMENTATION

**1.** Copy of Identity Card

**2.** Proof of required payment to Kyros Law Offices, which ought to show both Beneficiary's name & the word "Folli"

**3.** Proof of required payment as member of Hellenic investors Association

4. Proof of purchase of shares, bonds, or other financial products

5. Proof of sale of shares, bonds, or other financial products

6. Please note the stock company which sold you relevant product :

Contact Details

Telephone :	(office) /	(home)
Mobile Phone:		
E-mail:		
Fax:		
8. In case that the beneficiary ov	wner is a Company, pr	oof of Legal Representative
also demanded, as well as copy o	of his/her Identity Card	

Note: In this case the above Retainer Agreement should be signed by the Legal Representative, with company's stamp

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