

# **General Terms and Conditions of Contract for the Supply of Professional Legal Services by Studio Legale Cigolini – partnership of professionals**

**Par. 1** – By “SLC” it is meant Studio Legale Cigolini – Partnership of Professionals, and by “Lawyer” it is meant both Avv. Carlo Cigolini and Avv. Michela Mereu, as partners of SLC each of whom renders his services under his own sole responsibility, without any joint liability with the other.

**Par. 2** – By “Client” it is meant whoever requires the Lawyer and / or his assistants to provide professional legal assistance, whether for his own account or for the benefit of a third party, irrespective of the execution of a power of attorney for the legal representation to act in legal proceedings or vis-à-vis third parties. By “Represented Party” it is meant the party who has granted the Lawyer power of attorney to act in his name.

**Par. 3** – These general terms and conditions of contract apply to all the work carried out by SLC and / or the Lawyer in favour of the Client and / or of the Represented Party, unless otherwise agreed. Additional terms may apply to specific types of work, in which case the Client will be notified specifically.

**Par. 4** – The Lawyer will take instructions from the Client and from anyone else whom the Client has authorised to give instructions on Client’s behalf in connection with the transaction. Instructions may be written or verbal, although SLC and / or the Lawyer may ask the Client to confirm verbal instructions in writing.

Clients must confirm with SLC and / or the Lawyer that the latter has received any time critical instructions or information that the Client has given to the Lawyer by e-mail.

SLC and / or the Lawyer cannot accept responsibility for any instruction or information that it has not received in time.

SLC and / or the Lawyer can act only on information and instructions that the Client has given in connection with a particular transaction.

SLC and / or the Lawyer will not be responsible for any failure to advise or comment on any matter that falls outside the scope of Client’s instructions. The Client should not assume that SLC and / or the Lawyer have knowledge of their own of any facts or circumstances.

The Lawyer provides advice for the purpose of the particular transaction to which it relates, and for the Client’s benefit alone. The Client may not use it for any other purpose, nor may any other person use it, without SLC and / or the Lawyer’s prior agreement.

**Par. 5** – Failing Client’s request to the contrary, the Lawyer, under his own responsibility, direction and supervision, may delegate any steps to be taken in the handling of a case to his assistants.

**Par. 6** – Any communication from the Client to any of the Lawyer’s assistants and from the latter to the Client shall be deemed as respectively received or transmitted in the name of the Lawyer.

**Par. 7** – If it is needed to appoint other lawyers and / or foreign correspondents and / or technical experts to deal, even if partially, with the case, this will be jointly agreed upon with the Client who shall have a direct contractual relationship with such third parties. The Lawyer and his assistants will be not responsible for any default of such jointly appointed third parties, who will be directly responsible towards the Client.

**Par. 8** – SLC encourages the Client to tell what he thinks about the service that the Lawyer is providing. This will help SLC to improve its service to Clients.

If the Client has a complaint or concern about the conduct of a transaction, or about any other aspect of his service, please discuss it in first instance with the person responsible for the day to day conduct of the transaction or the responsible Lawyer. In any event the Client can speak to Avv. Carlo Cigolini.

**Par. 9** - SLC reserves the right to make a reasonable charge for storing and retrieving documents held by it in safe custody.

After conclusion of a transaction, SLC will keep the file of papers for as long as it considers appropriate, having regard to the relevant requirements of Law. After this period, SLC reserves the right securely to destroy or otherwise dispose of the file, without any notification to the Client.

If the Client needs these papers to be kept for a specific period, it must give the Lawyer written notice of this as soon as the transaction is completed, so that appropriate agreements can be made.

**Par. 10** – The Lawyer cannot pay moneys on Client's behalf until he has received and cleared funds in his possession.

As a rule the Client shall provide an advance payment to cover the disbursements which will be incurred in the handling the matter, he shall pay for accounts on the fees and disbursements during the course of the matter, and he shall pay for the balance of fees and disbursements when the matter is closed.

Unless otherwise agreed, payments on account will be requested at the inception of the matter and, later on, on a yearly basis, and such payments will be either generic accounts to be deducted from the final bill, or interim accounts in settlement of a specific and already fully accounted period of assistance.

**Par. 11** – Fees and dues (including Court dues and correspondence dues) will be charged in compliance with the lawyers' official tariff as in force when the services are rendered within the minimum and the maximum of the scales depending on the value of the matter as provided by the same. The general office expenses will be charged in the fixed amount of 15% on the aggregate of the fees and dues, on top of the out of pocket expenses. Fees on time spent basis or contingency fees can be agreed time by time.

**Par. 12** – If the Client requires any explanation on the issued bill or he wants to discuss the charged amount, he will have to ask for it in writing within 30 days from the receipt of the bill. If he is not satisfied, he will be entitled to submit the bill to the assessment of the Genoa Bar Association within the following 30 days. This assessment will be binding for both parties.

**Par. 13** – On the lapse of 30 days from receipt of the bill by the Client without any objection, or of 60 days without the request of assessment to the Genoa Bar Association as provided for in the previous paragraph, the bill will be deemed as agreed and from such time, in case of late payment, by which it is meant a payment made after the 60<sup>th</sup> day from receipt of the bill, default interest accruing automatically at the rate provided for under section 5 of the Italian Legislative Decree no. 231 dated 9.10.2002, plus costs of any recovery action will be due up to the actual settlement.

**Par. 14** – The amount of any bill agreed as above and still outstanding can be deducted from any recovery obtained on behalf of the Client, to whom proper notice will be given.

**Par. 15** – SLC complies with the Italian Data Protection Act (law decree no. 196 dd. 30.6.2003). By instructing the Lawyer, the Client consents to the storage, processing and retrieval of the supplied information.

**Par. 16** – SLC will treat all information given in strict confidence and will not disclose it unless authorised by the Client or obliged by law.

The Lawyer may use e-mail to communicate with the Client and with any other party in relation to the Client's transaction unless the Client instructs the Lawyer not to do so. The Client will be aware that communications, such as e-mail, over internet are not confidential, and may not be protected by the solicitor / client privilege. Computer viruses and other harmful devices may also be spread over the internet.

**Par. 17** – The Lawyer retains copyright and all other intellectual property rights in all materials produced by him in connection with work carried out for the Client.

**Par. 18** – After completion of the transaction, the Lawyer cannot accept any responsibility for reminding the Client of important future dates. Any reminders that the Lawyer issues are given without admission of liability on his part.

**Par. 19** – Unless the Lawyer agrees with the Client in writing to the contrary, the Lawyer will not advise on taxation matters arising out of the transactions in respect of which the Client instructs him. The Lawyer will act on the assumption that the Client will take or has taken advice from his

accountants or other advisers on matters affecting taxation.

**Par. 20** - The Money Laundering Regulations require professionals to be satisfied as to the identity of the Client and as to the source of funds passing through their hands. To comply with these Regulations, the Lawyer may need to ask client for proof of identity and other information in relation to these matters.

**Par. 21** - The Lawyer does not accept any responsibility exceeding the cases and the amounts covered by the insurance companies which insure his professional responsibility. At the time when this website is put on line the Lawyer is insured with Assicurazioni Generali S.p.A. of Trieste, under an open cover policy entered by the Italian Lawyers' Pension Fund, up the amount of Euros 516,500.00 and with Italiana Assicurazioni - Compagnia Italiana di Previdenza, Assicurazioni e Riassicurazioni S.p.A. up the additional amount of Euros 600,000.00 per year. If the Client wants to enjoy a wider responsibility than the one insured at the time when the legal services are rendered, he will have to ask for it in writing at the time of the appointment in order to allow the taking out of a wider cover in advance.

**Par. 22** – Whatever right and / or action of the Client and / or of the Represented Party against SLC and / or the Lawyer will be time barred if it is not exercised by written and reasoned notice within 1 year commencing from the day when the Client and / or the Represented Party was aware, or should reasonably had been aware, of the acts and / or facts on which the claim is based.

**Par. 23** –The Client is free to terminate the appointment at any time, on payment of all the fees, dues and expenses already accrued at the time of termination. The Lawyer will be free to waive the appointment by giving a 60 days written notice. The notice will be reduced to one half in case of any good reason. The default in payment of a bill or the lack of due respect towards any member and / or assistants of the Law Office or of its correspondents or of technical experts appointed to assist in the handling of the matter shall be deemed, *inter alia*, a good reason to waive the appointment.

**Par. 24** – The Client undertakes to hold SLC and / or the Lawyer, the assistants and the employees of the office, as well as the correspondents and

the experts appointed, harmless from any claim by third parties in connection with the execution of the required services, and to refund their costs of resisting to such claims.

**Par. 25** – Any dispute between the Client and / or the represented party on one side and SLC and / or the Lawyer on the other side will be deferred to the exclusive jurisdiction of the Italian Courts which will apply Italian Law. For this purpose, if the Client has no domicile in Italy, neither of choice, he will be deemed as domiciled at the clerk's office of the Civil Court of Genoa. Nevertheless, SLC and / or the Lawyer will be always allowed to serve / give notices at the domicile and / or the actual residence of the Client, and to summon him in front of the Court of the Client's actual place of residence to recover their claims.

**Par. 26** – All the provisions of these general conditions of contract shall be deemed to the advantage not only of SLC and / or the Lawyer, but also of the assistants and / or employees and / or correspondents and / or experts of the office.

**Par. 27** – If one or more of these provisions is / are deemed null and / or void as in breach of overriding provisions of law and / or of the rules of conduct of the Italian Lawyers, such provisions will be automatically replaced by the overriding provisions of law or by the rules of conduct to the extent of the breach but no further.

**Par. 28** – These general conditions are published in Italian and in English. In case of discrepancy between the two wordings, the Italian one shall prevail.