



## Terms and Conditions

### PARTIES

1. These terms and conditions of contract apply to all the retainers carried out by Avvocato Carlo Bottino in favour of the Client.

2. 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 case. Instructions may be written or verbal, although the Lawyer may ask the Client to confirm verbal instructions in writing.

Clients must provide the Lawyer with clear and timely instructions, the information and the documents required for the Lawyer to do his work, and funds required.

The Lawyer cannot accept responsibility for any instruction or information that it has not received in time. 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 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 Lawyer's prior agreement.

3. 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.

4. If it is needed to appoint other professionals, lawyers 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.

**International Work** At the same conditions as above, where advice or assistance is required in other jurisdictions, or in areas of law in which we do not practice, we will discuss with you the selection of appropriate advisers and will engage them as agent on your behalf. You will

## AVVOCATO CARLO BOTTINO



### ANGLO ITALIAN LAW

Italian and International Law

be directly liable to them for their fees and expenses in accordance with the terms agreed with them. Unless otherwise agreed, our advice will relate to Italian law only. 6

**5.** The lawyer encourages the Client to tell what he thinks about the service that the Lawyer is providing. This will help 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 Bottino.

### **COSTS**

**6.** The lawyer 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.

**7.** 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.

### **FEES**

**8.** Fees will be charged as agreed in the written contract of appointment from time to time executed with the Client.



Failing a written agreement, fees will be charged in compliance with the lawyers' official tariff named "Parametri Forensi" (at the date of the publication on the web of these general conditions the ones provided by the Decree of the Ministry of Justice no. 55 of 10.3.2014) as in force when the services are rendered between the medium and the maximum of the scales depending on the value of the matter as provided by the same. Correspondence dues at 12.50 Euros per any communication in or out will be accounted for in the calculation of the fees. The general office expenses in the fixed amount of 15% on the aggregate of the fees, out of pocket expenses, the contribution to the Lawyers' Pension Fund and VAT if chargeable will be added on the top of the fees. We reserve the right to charge separately for photocopying, printing, telephone calls, faxes, electronic funds transfers, catering and other support services, and travel, courier and other incidental expenses.

**Hourly fees** our charges could be agreed as based on the time spent on your matter, applying our hourly charging rates as applicable from time to time.

For the purposes of section 2751 bis no. 2 of the Italian Civil Code, any item of a bill (including general expenses, out of pocket expenses, contribution to the Lawyers' Pension Fund, and VAT) forms part of the "reward" due to the Lawyer.

## **BILLS**

**9.** 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 Milan Bar Association within the following 30 days. This assessment will be binding for both parties.

**10.** 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 Milan 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 day from receipt of the bill, default interest accruing automatically at the rate provided for under sections 2 and 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.

## DATA PROTECTION

**11. Client Data Protection** As a controller of personal data we must comply with data protection law as set out in the relevant legislation. By entering into any engagement with us you consent to us processing and storing the personal information you have given us order that we may carry out the legal services you have requested. Your personal information may be disclosed to third party service providers or agents from time to time during the provision of our legal services. Your data may be stored anywhere in the world. Our full data protection policy and privacy statement is available upon request.

By signing an engagement letter issued by us and unless you notify us otherwise in writing, you agree to us communicating with you, including sending bills and other confidential information, by normal, unencrypted email, and internet chat services using any email address and internet chat name that you have given us from time to time. You should be aware that there is a risk that emails and internet chat services (in particular when unencrypted) may be intercepted,

delayed or corrupted or may fail to be delivered.

**12.** We make reasonable attempts to exclude from our emails any virus or other defect that might harm a computer or IT system. You undertake to act likewise with any electronic communications you send to us. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or willful default.

## MONEY LAUNDERING

**13.** 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. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.



## TERMINATION

**14.** Whatever right and / or action of the Client and / or of the Represented Party against 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.

**15.** 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.

## JURISDICTION

**16. Governing Law** The parties irrevocably agree that the Italian courts

shall have exclusive jurisdiction to settle any dispute which may arise under or in connection with these Terms of Business and the Engagement Letter and any legal relationship established by them. The forum for any disputes shall be the Court of Milan.

## GENERAL PROVISIONS

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

**18.** 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.

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

Avvocato Carlo Bottino