

General Terms and Conditions (GTC)

1. Fees

The fee agreed between the client and Avv. RA Rampf and Avv. RAin Dr. Eichner (“We/Us/Our”) does not include, if applicable, VAT due by law (22% for Italy or 19% for Germany) and the compulsory contribution to the lawyer’s social security fund (4%) as well as potential costs, expenses and travel allowances.

Billing is provided on a monthly basis and, in case of an agreed hourly rate fee, the bilingual invoice will be endorsed with a detailed timesheet in the language required by the client, which shall contain a detailed list of the hours devoted to the client and a detailed description of each service provided. The fee shall be paid by the client within 30 (thirty) calendar days from the receipt of the pro forma invoice.

2. Rights and obligations

We shall perform the services agreed with the client in accordance with well-established principles and with the applicable general rules provided by the law and professional regulations. Our obligation is of means and not of results.

The client’s representation before domestic or foreign judicial bodies, arbitration or mediation panels shall be agreed case by case and on the basis of a special power of attorney granted for this purpose. We shall be required to proceed before those bodies only after having received a specific assignment and having expressly agreed upon the assignment.

The client is under the duty to promptly deliver to Us, even without Our explicit request, all the necessary documentation for the proper performance of the services required. The client undertakes to promptly inform Us of all the circumstances, facts or background relevant to the proper performance of the services. The parties agree and acknowledge that the proper performance of the services also depends on the accuracy and promptness of the information and documents made available to Us by the client. Consequently, We and our associates, cooperators and employees are exempted from any liability for failure or incorrect performance of the services if false or laconic knowledge of the facts are due to the provision of false information or omission of relevant information by the client and/or its employees or consultants, or if the relevant information is beyond Our knowledge and ability to know.

We will do any best reasonable effort to regularly inform the client about the developments and events related to the services and reports to the client upon request.

In order to carry out the required services, We may rely on the cooperation with entrusted external professional consultants and of counsel.

We, Our employees and external consultants are bound by the attorney–client privilege on all circumstances relating to the sensitive information of the client and related to the services. The aforementioned attorney–client privilege also applies after the termination of the advisory relationship. In case where We are required to disclose confidential information of the client, following the request by the courts or other for other legal obligation, We will promptly inform the client to allowing him/her to oppose to that disclosure or to give his/hers consent to the disclosure.

The disclosure of legal opinions given by Us and related to the services (in particular legal and fiscal opinions, due diligence, schemes and models, drafts, models and calculation tables) to third parties is permitted only with Our previous consent and following the execution of a proper reliance letter. In all other cases, the disclosure of such documents to third parties is allowed only when third parties have previously released Us (expressly and in writing) from any liability. We assumes no liability with respect to legal opinions contained in provisional drafts and which have not been recognized as definitive and final versions. The transmission of such documents to third parties is prohibited without Our prior written consent.

3. Limitation of liability

Our responsibility is limited to the amount of the paid fee and, in any case, to a maximum amount of Euro 250,000.00 (two-hundred and fifty thousand/00) per claim per year. Cases of willful misconduct or gross negligence are excluded from such limitation of liability.

4. Processing of personal data

We are obliged to keep in Our archives the personal data communicated by the client for the purposes of the performance of the services. We declare that We has taken appropriate security measures to avoid any abuse of confidential information and documents.

The processing of the personal information communicated by the client to Us in connection with the services or during the performance of the same, is governed by the provisions of the EU Data Protection Regulation No. 2016/679 (the “GDPR”) and of Legislative Decree No. 196/2003 (as amended by Legislative Decree No. 101/2018).

The client’s information may be communicated to entrusted external consultants in the name and on behalf of the Firm in order to provide the requested service.

Our employees and consultants undertake to treat any personal information provided by the client in accordance with the instructions received by Us as the controller of the personal information of the client. The personal information of the client cannot be communicated to third parties, except in cases where this has been expressly authorized by the client.

The disclosure of personal information is essential for the fulfillment of services in accordance with the specific advisory agreement and the formalities required by law. The parties mutually recognize that the lack of or mistaken disclosure of the personal information for the performance of the services will affect and/or impede its performance, notwithstanding the rights of the client in accordance with artt. 15-22 of the GDPR.

We, Avv. RA Rampf and Avv. RA in Dr. Eichner are the controller of the personal information treatment at our head office in 00127 Rome (Italy), Via Roberto Raviola 32.

5. Representations and warranties in accordance with the Anti-Money-Laundering-Law

Pursuant to the Legislative Decree No. 231/2007 (the “Anti-Money-Laundering Law”), the client represents and warrants that the amounts it has used for the payment of Our fees for the services on the basis of the specific advisory agreement have a legitimate origin and are not the result of illegal suspicious or other activity in violation of any laws, including tax law of the Republic of Italy.

With reference to the requirements of the Anti-Money-Laundering Law the parties rely on the anti-money laundering form which We provide to the client to be duly compiled and signed.

6. Applicable law and exclusive jurisdiction

Our advisory activity is governed by the laws of Italy.

The exclusive place of jurisdiction for disputes shall be Rome.