



**“PRIME ADVISORY NETWORK”
SERVICE AGREEMENT**

Between

Prime Advisory Network Ltd, company registered in England & Wales (Company number 9822996), VAT number 230780525, with office in London, on behalf of its Chairman Mr. Diego Occari, born in Camposampiero (PD) on 1975, May 13th, cod. fisc. CCR DGI 75E13 B563D,

hereinafter “Prime Advisory Network Ltd” or “P.A.N.”;

and

the Professional signing this contract,

WHEREAS:

1. Prime Advisory Network Ltd promotes and coordinates an International professional network specialised in the provision of legal, accounting and administrative services to entrepreneurs and companies in all of the major countries around the world;
2. Prime Advisory Network Ltd intends to enable its clients in the Network to have the services of an Expert, qualified to provide the aforementioned services on behalf of its own Clients in the State;
3. the Professional declares to be in possession of the skills, professional qualifications and permits, and to be authorised to perform these Services in the Country;

That being stated, the Parts

AGREE AND STIPULATE

the following:

1. Definitions.

1.1. For the purposes of this Agreement the words written with an initial Capital letter will have the following meaning:

- a) **Country:** the country in which the Professional operates;
- b) **Parts:** jointly PAN and the Professional;
- c) **Network:** the group of professionals affiliated with the PAN for the provision of Services;
- d) **Client or Customers:** the physical person, legal entity or trust company interested in opening a business in the Country.
- e) **Services:** the activities indicated by the Professional, from time to time, directly on the portal in the special area dedicated to their profile and offered services.

The definitions indicated in clause 1.1 will have the same meaning when used in the singular form or the plural form and in the female form or in the male form.

2. Object.

2.1. On signing this contract, the Professional accepts to distribute the Clients the services on behalf of PAN, according to the conditions described in this agreement, and undertakes to liaise with Clients as far as possible exclusively through PAN.

2.2. If the Professional desires, may benefit from the services of PAN, subject to the conditions laid down each time on the network portal. The Professional may put up in it, its own studio sign indicating participation in the network, asking the PAN the format of the signature to use.

3. Fees and Payments

3.1. Fees of the services that will be displayed in the website, will constitute the 75% of the fees requested by the professional in the service list at the moment of the agreement. Payments are to be made in local currency at the exchange rate in force at the time, applied by PAN according to its own internal system.

3.2. Compensation is due within the limit of the amount paid to PAN by the final client on whose behalf the support was provided.

4. Responsibility.

4.1. The Professional will be responsible for any damages caused to the Client and for any potential administrative sanctions imposed on the companies bound by this agreement, once it has been established that he is in fact responsible and that the damages would not have occurred and the sanctions would not have been imposed if he had carried out his professional activity correctly.

5. Non Competition

5.1. The Professional recognises that Clients received from PAN, to whom he provides the services enforced by this contract, belong to PAN and to the Professional who promoted. Therefore, if PAN communicates the revocation of the professional mandate, the Professional shall cease any Service, refusing any further mandate from the Client.

6. Duration of the Agreement

6.1. The present agreement is valid for an indefinite period. Each part may withdraw upon communication given to the other part and subject to a 6 month notice period. Any suitable method of communication can be used as long as it provides a proof of receipt.



6.2. Termination of the agreement requires that the Professional withdraw from all professional support tasks regarding the Clients.

7. Applicable Language and Law

7.1. The present agreement shall be drawn up in English.

7.2. The present agreement is construed and governed under the law of England and Wales.

7.3. Illegality, invalidity or enforceability of any provision of this Agreement shall not affect the legality, validity and enforceability of the remainder.

8. Jurisdiction

8.1. The present contract has been analysed and negotiated by all parts involved.

8.2. Any disputes which may arise in connection with the interpretation and implementation of the agreement shall be subject to the jurisdiction of the Courts of England and Wales.

It is required to pay a monthly fee that will be charged monthly on the credit/debit card to the subscriber's details.

I understand and accept that for joining the service.