



BLACK ROSE

INVESTIGATIONS

INVESTIGATIVE & SECURITY SERVICES

ENGAGEMENT AGREEMENT PRIVATE INVESTIGATIONS – BUSINESS INFORMATIONS – DEFENSIVE INQUIRY

The understigned (delegator) _____
Born in _____ prov. _____ date ____/____/____
Address _____ Nr. _____
City _____ prov. _____ zip code _____
Identified by (type of document) _____ n° _____
Issued by _____ date ____/____/____
Fisc. Code _____ VAT Nr _____
☐ in its own name ☐ on behalf of _____

Headquarter address _____

As Legal Representative or a person explicitly authorized.

Contact details for communications about this mandate:

Cell. _____ from _____ to _____
Phone _____ from _____ to _____
e-mail _____ Messenger _____

Entrusts on the ____/____/____ The Institute Black Rose Investigations S.r.l.

Holding the following authorizations: License art. 134 T.U.L.P.S. 25786/16C/O.P. 1 BIS

TO UNDERTAKE BUSINESS INFORMATION, PRIVATE INVESTIGATIONS (ex art. 134 seq. of R.D. 18/06/1931 nr. 773 T.U.L.P.S.)

On the person of: _____

☐ INVESTIGATIONS TO EXERCISE OR DEFEND LEGAL CLAIMS IN A SEAT OF JUSTICE (D.Lgs.196/2003 art.13-art.24-art.26 c.4.)

Setting: ☐ PRIVATE ☐ CORPORATE ☐ BUSINESS ☐ ASSICURATIVE ☐ CRIMINAL

Type of investigative act demanded, aim of the investigation

Events and circumstances causing the investigation

Special entitlement meant to be exercised in a Court of Law

REASONABLE DEADLINE FOR ENDING THE INVESTIGATION

On this purpose the Delegator shall provide the INSTITUTE with every information he/she is aware of, in proportionate and rational way in relation to the purposes hereby declared. He/she shall also declare any information has been lawfully acquired and he/she shall assume the responsibility of its usability. He/she shall promptly communicate to the INSTITUTE any useful element to the correct fulfillment of the investigations (e.g. any variation in the information or in any of the details aforementioned)

Authorized investigators delegated to the investigations to nominate, in-site or off-site (even after the entrustment)

In the light of the fees levied by the institute **Black Rose Investigations s.r.l.** the parts agree upon the following fee:

Hourly fee/forfeit € _____ for each agent employed + VAT. Reimbursement for each Km € _____ in addition to other expenses occurred.

Bank Account: IBAN _____

DISCLOSURE AND CONSENT. The Delegator declares to have been informed according to the art. 13 D. Lgs. 196/2003 when transferring this mandate, as he secures the acceptance to the processing of personal data for the purposes of it and its GENERAL TERMS AND CONDITIONS and to the data transfer, both inside and outside the European Union, whether it should be necessary for fulfilling this mandate.

Date ____/____/____ Delegator _____

Registered Office and HQ: via Benozzo Gozzoli 24R - 00142 Roma (RM)

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GENERAL CONDITIONS

1. DURATE

The duration of this mandate corresponds to the period of time strictly necessary for the fulfilment of the task, unless it is extended by a mutual written agreement.

2. REVOCATION OF THE MANDATE

The parties can only revoke this mandate by means of a registered letter which must be sent or hand-delivered within five days of signing this document. If the mandate is revoked before this five-day deadline, the Delegator shall pay to the Institute 10% of the agreed amount, as a penalty, even if no activity has been carried out. If the mandate is revoked after the aforementioned five-day deadline, the Delegator shall only pay the fee corresponding to the activity of investigation carried out until the revocation of the mandate and to the information provided.

3. PRIVACY

The Delegator commits to maintain the utmost confidentiality with respect to staff reports and to personal or telephone conversations between the Institute and himself/herself.

4. PERIOD INFORMATION AND FINAL REPORT

The Institute shall periodically inform the Delegator about the investigation in order to allow a prompt decision-making process with respect to the exercise of right in legal proceedings or to the right to proof. The final report will exclusively concern the response to the subject of the assignment, without reporting data which are unnecessary or irrelevant for the purposes of the assignment.

The Delegator is the unique responsible for the correct use of the findings of the investigations, that shall take place in compliance with the Italian Legislative Decree No. 196/2003 concerning personal data protection (Codice in materia di protezione dei dati personali): in relation to this, the Delegator commits to comply to the bond of purpose presented in the aforesaid Decree for the processing of the data resulting from the investigation.

5. INFORMATION TO INTERESTED PARTIES AND CONSENT

If it is required by legislation, the Delegator declares that he/she has complied with the obligations of information to the interested parties (article 13 of the Legislative Decree No. 196/2003) and, eventually, of acquisition of the consent (articles 24-26-43 of the Legislative Decree No. 196/2003)

6. WARRANTY

The Delegator is aware that the commitment undertaken by the Institute by this document concerns the means and not the results. Therefore, any potential compensation for contractual or non-contractual damages caused by errors, omissions, operational or contractual non-fulfilments or delays of the Institute, is only allowed up to a maximum amount corresponding to the sum already paid by the Delegator for the services of the Institute.

7. DATA RETENTION

By this mandate, the Delegator allows the potential temporary retention of personal data belonging to individuals connected to the activity, with the sole purpose to prove the lawfulness and correctness of their work, and for the period of time needed for this purpose, until a written notification

sent by means of a registered letter revokes this permission. Whether the processing of data is contested, if the investigator requires it, the Delegator having conferred the task commits to provide the investigator with the data needed to prove the lawfulness and correctness of his/her work without delay and for the needed period of time.

8. COLLABORATORS AND RELATED INSTITUTES

The Delegator allows the Institute to avail itself, in accordance with its unquestionable judgement, of collaborators and/or related institutes located in Italy or abroad as well as advisors and/or third parties to fulfil the mandate of investigation in compliance with article 134 of T.U.L.P.S (Consolidated Law on Public Security). Private investigators who will potentially carry out investigations may be named and obtain the entrustment through a footnote in the mandate. Provisions concerning the processing of sensitive data transcribed in the Guarantor's authorizations remain fixed.

9. RESPONSABILITIES

The Delegator is liable under criminal and civil law for any damage to Black Rose Investigations s.n.c. caused by communication and/or circulation of data that the Delegator has received by Black Rose Investigation s.n.c. and whose information are used by the Delegator or an intermediary for any purpose other than those provided by the entrustment.

10. FEES

The Delegator declares that he/she has carefully controlled, accepted and approved the scales put on public display inside the institute and approved by the competent Prefecture.

11. AMOUNT OF PAYMENT AND DEBT ACKNOWLEDGEMENT

The amount of payment accrued by VAT, which will be given to the institute by the Delegator, will correspond to the scales mentioned in point 10. The Delegator, as of now, waives any exception and opposition in accordance with the payment; he/she also will ensure to the representative the amount expressed in the document of debt acknowledgement which is a promise of payment as well as a debt acknowledgement pursuant to the combined provisions of Article 1987 of the Codice Civile and of articles 633 et seq. of the Codice di Procedura Civile (written test by injunction).

12. PAYMENTS

Simultaneously, the payment must take place when the final report is delivered.

13. PENALTY FOR DELAYED OR OMITTED PAYMENT

Where the Delegator fails to respect the deadline of the payment, he/she must pay off the institute the interests of legal penalty.

14. REGISTRATION

This act will be registered only as needed; the registration fees will be charged to the Delegator.

15. APPROPRIATE FORUM

Any controversy related to this mandate will be regulated by the appropriate forum of the institute.

Date

/ /

Delegator

The Delegator declares to have carefully inspected and expressly approved, pursuant to art. 1341 c.c., the clauses set out above, specifically those marked by points 1 (Duration), 2 (Revocation of the mandate), 3 (Privacy), 4 (Periodic information and final report), 5 (Information to interested parties and consent), 6 (Warranty), 7 (Data retention), 8 (Collaborators and Correspondents), 9 (Responsibilities), 10 (Fees), 11 (Amount of payment and debt acknowledgement), 12 (Payments), 13 (Penalty for delayed or failed payment) and 15 (Appropriate forum).

Date

/ /

Delegator