

DE MICCO & FRIENDS

Lawyers & Auditors

**Freelance Partnership
Agreement lawyers, attorneys, auditors**

Freelance Partnership Agreement

between

De Micco & Friends
Av. Joan Miro 188E
07015 Palma de Mallorca
Spain
(hereinafter referred to as "De Micco & Friends")

and

Mr. / Mrs.:
Street:
Postal code / city:
Country:
Phone:
Fax:
Mobile:
E-mail:

(hereinafter referred to as the Partner)

The Parties have agreed as follows:

I.) Recitals

De Micco & Friends is a law, consulting and audit firm, that offers high quality consulting service to their clients. The group offers legal audit and accounting services worldwide through local offices, senior partners and freelance partners. A Freelance Partner Model was developed to further expand international growth of the Group, which gives experienced **lawyers, attorneys, auditors and accountants**, an opportunity to cooperate with the De Micco & Friends Group on a freelance basis.

The Partner and De Micco & Friends hereby agree to cooperate on the following terms and conditions.

II.) General Arrangements

- 1) De Micco & Friends will allocate orders to its partners based on their skills, areas of specialization, and location.
- 2) The Partner can generate new business for De Micco & Friends Group as a freelancer under the name of "De Micco & Friends Partner".
- 3) The Partner can provide clients and / or projects from the following business areas:
 - a. Providing clients for "De Micco & Friends LAWYERS"
 - b. Providing clients for "De Micco & Friends AUDITORS"
 - c. Providing clients for "de Micco & Friends REAL ESTATE INVESTMENTS"
- 4) The Partner shall work for De Micco & Friends on a **non-exclusive basis**.

De Micco & Friends

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- 5) The Partner as a freelancer shall receive no salary or salary-related benefits. All remunerations shall be based on performance or work and time spent.
- 6) The Partner shall bear the costs of its acquisition efforts at its sole discretion.
- 7) If the Partner provides services on behalf of De Micco & Friends, it will be paid for separately upon prior agreement.
- 8) The Partner's business activities shall not be limited to a certain area. The Partner can acquire clients and projects worldwide. If another senior partner of De Micco & Friends Group already works in a location of a client, the Partner shall undertake to cooperate with this partner.

III.) Commissions / Payments / Customer Protection

1) Customer protection

The Partner shall receive customer protection for the clients provided to De Micco & Friends. This means that the Partner shall receive commission fees for all subsequent orders implemented by a client provided by the Partner. This applies to the entire term of this Agreement.

2) Remuneration for services

The Partner may be assigned by De Micco & Friends to provide services to a client based on his/her qualifications, areas of specialization and locations. The services provided by the Partner shall be settled either on a flat-rate, project or hourly basis according to the agreement with the client. If multiple partners are involved in the implementation of a project, the fees shall be paid on a pro rata basis. Invoices shall at all times be made through De Micco & Friends or one of its branches.

The Partner shall receive **60 % of the total fee** paid by the client **for the services provided by the Partner**.

3) Commission fees

The Partner shall receive commissions for the orders placed with De Micco & Friends based on the following terms and conditions. The calculation of the commissions shall be based on the actual net proceeds gained, calculated and paid by the client for completed orders. The commission fees shall only be paid for the projects that have been fully implemented by De Micco & Friends or their partners.

- a. Providing clients and projects for "De Micco & Friends LAWYERS"
Commission fee: 30%
- b. Providing clients and projects for "De Micco & Friends AUDITORS"
Commission fee: 20%
- c. Providing clients and projects for "De Micco & Friends REAL ESTATE"
Commission fee: 10%

If several partners are involved in a project, the relevant commission fee shall be paid to the partners **on a pro rata** basis. The payment of commission fees shall be due in 10 days following the receipt of the payment made by the client as per Partner's invoice.

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IV.) Support of the Partner by De Micco & Friends

De Micco & Friends shall provide the following services to support the Partner as part of the Cooperation Agreement.

- 1) The Partner shall be listed in the publications of De Micco & Friends as a qualified De Micco & Friends' Partner.
- 2) De Micco & Friends will actively support the Partner in the development and expansion of an operational business as a De Micco & Friends freelance partner by providing advisory services and sharing its own experience.
- 3) De Micco & Friends will forward customer requests and the strategic partner queries to the Partner based on its competence and/or qualifications.
- 4) De Micco & Friends supports its partners throughout the projects by providing a constantly growing network of strategic partners and business relationships.
- 5) De Micco & Friends will support its partners actively and operationally in the acquisition of new clients and strategic partners (arranging various events through representatives of the Group, organizing conference calls with clients, providing professional and technical support in arranging specific marketing campaigns...)
- 6) De Micco & Friends operates international marketing (public relations, representation at trade fairs and congresses, advertising and articles in professional journals and other publications, interviews in business-related TV programs, etc.) and represents the entire Group. Customer requests arising from the international activities and allocated to the Partner based on its location or qualification shall be forwarded to the Partner.
- 7) De Micco & Friends organizes the acceptance and distribution of new projects to the Partner and provides the necessary infrastructure and organization resources.
- 8) De Micco & Friends shall ensure that the Partner is involved (upon its prior consent and based on its interests and qualifications) into international and strategic activities, such as conference presentations, representation in supervisory boards, bodies and associations, or media activities.
- 9) De Micco & Friends shall constantly inform the Partner about major achievements and business transactions of the Group. The Partner can use the achievements and business transactions of the Group as a reference.

V.) Liabilities of the Partner

The Partner shall undertake to implement the business concept according to the specifications and corporate identity of the De Micco & Friends Group.

- 1) The Partner shall undertake to complete the orders provided through the Group or another senior partner of the Group in a timely manner and the highest quality standards.
- 2) If the Partner is not in a position to deliver the services or transactions in a timely manner due to the lack of or capacity or technical qualifications, he shall notify De Micco & Friends or the senior partner concerned without delay.
- 3) The Partner shall undertake to maintain strict confidentiality about internal information of De Micco & Friends, as well as the internal data of clients and partners and not to disclose it to third parties.
- 4) The Partner can use the brand 'De Micco & Friends', the trademark and the advertising material provided in his correspondence for local advertising and advertising on its web site.
- 5) The partner has to use the De Micco & Friends Partner Logo with a link to www.lawyers-auditors.com on his website

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- 6) The partner has to provide De Micco & Friends with his partner profile “partner resume template”. The partner profile will be published at the websites of De Micco & Friends.
- 7) The Partner is not entitled to legally represent the De Micco & Friends Group or any of its branches.

VI.) Term / Termination / Withdrawal

- 1) This Agreement is concluded for a period of one year. It shall be automatically extended by 12 months every year, unless terminated by either Party.
- 2) The Agreement may be terminated by giving a 6-month notice to the end of the year. The Parties shall expressly waive any and all claims arising from the termination.
- 3) In the event of termination of the Agreement the documents and files provided to the Partner shall be returned to the Group or deleted from all data carriers of the Partner.
- 4) In the event of termination, after withdrawing from the Agreement, the Partner shall undertake not to contact or to conclude any business transactions whatsoever with any of the clients provided by the Group, another partner of the Group, or any branch office of the Group.
- 5) The Partner shall - without delay and when first requested to do so - release and / or resign from any positions and mandates (representation in associations, boards, advisory boards, etc.) assigned to him by De Micco & Friends upon termination of this Agreement.
- 6) Once this Agreement has been terminated, withdrawn from or suspended, the Partner shall waive any and all remuneration and commission claims arising from the relevant projects as of the effective date of termination.
- 7) The right to immediate termination for good cause shall remain unaffected.

VII.) Severability Clause / Place of Jurisdiction / Other Provisions

Should individual provisions of this Agreement become wholly or partly invalid or unenforceable, in particular as a result of amendments to the relevant laws and regulations, this shall not affect the validity of the remaining provisions and the contract. The invalid or unenforceable provision shall be replaced by a proper and legally valid provision which comes closest to the purpose and intent of the void provision. In the event of any incompleteness, the provision that approximates what would have reasonably been agreed upon in accordance with the intent and purpose of this Agreement shall be deemed as agreed.

The sole place of jurisdiction for all disputes arising from this Agreement shall be the headquarters of De Micco & Friends.

Amendments and additions to this contract must be made in writing. No subsidiary agreements have been made. Both Parties undertake not to disclose the content of this Agreement to third parties.

VI.) Appendices

The following documents have been provided to the Partner as Appendices hereto:

- 1) Product descriptions and brochures in digital and printed form
- 2) De Micco & Friends Partner Logo

Place, date, signature of the Partner

Place, date, signature of De Micco & Friends

De Micco & Friends

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