



# REPRESENTATION AGREEMENT

with anti-money laundering and privacy consent,  
legal fees agreement and legal aid information

I the undersigned \_\_\_\_\_

born on the \_\_\_\_\_ mobile \_\_\_\_\_

E-MAIL \_\_\_\_\_

as a representative of \_\_\_\_\_  declaring that I am / I am not e politically exposed

- I **declare** to be the **beneficial owner** of the relation, acknowledging that the anti-money laundering and privacy report of Studio Legale Canestrini is published at <http://www.canestrinilex.com/privacy.html>.
- I acknowledge the **purposes of the data processing**, how the data will be processed and provided, how to deny its provision, how data are communicated, spread, transferred to the third parties, data controller); by signing
- I **agree with the acquisition of data** pursuant to art. 23 of Privacy Code (D.lgs. 196/2003), including the personal data, even the sensitive one, its treatment and communication to third parties (collaborators, administrative offices, accountant, labor consultant,...). The approval is valid until it **is revoked only with a written communication** send by registered mail with acknowledgement of receipt.
- I the undersigned **elect the aforementioned addresses as addresses for service** for professional duties, taking note that in case an address is variated and not communicated in written there is a concrete prejudice to the defensive activity. Thus I exempt the professional from any responsibility, with particular reference to any burden of tracking the new address down.

**IDENTIFICATION** : attached document

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|---|---|
| <p><b>PURPOSE OF THE OPERATION</b><br/>(the reason why the legal assistance is due)</p> <p>_____</p> <p><input type="checkbox"/> <b>JUDICIAL (COURT IS INVOLVED)</b></p> <p><input type="checkbox"/> <b>EXTRAJUDICIAL (COURT IS NOT INVOLVED)</b></p> | <p><b>COST ESTIMATE FOR CLIENT (SEE NEXT PAGE)</b></p> <p>€ _____ (till first instance decision, if judicial) plus taxes and expenses</p> <p>complexity <input type="checkbox"/> ordinary <input type="checkbox"/> difficult <input type="checkbox"/> complex</p> |
|---|---|

Rovereto, \_\_\_\_\_ **Signature** » \_\_\_\_\_ **(for acceptance of the estimate of costs also).**

For risk assessment: \_\_\_\_\_ NICOLA CANESTRINI, lawyer

## **REPRESENTATION AGREEMENT and COST ESTIMATE<sup>1</sup>**

1. The **Client** gives and the lawyer consequently accepts the professional assignment concerning the representation, the assistance and the defense in the litigation that was specified in the upper “purpose of the operation” form.
2. The Client declares that the lawyer **properly informed** them about the *foreseeable circumstances* when the assignment was conferred, about the degree of complexity of the litigation and about the *foreseeable costs* (taxes, expenses – even in a forfeiting way – and legal fees). If not already done, the Client undertakes to sign the power of attorney, the special delegation of powers, plus to provide the lawyer with all the necessary documents and information that are necessary to fulfill the professional assignment; the Client authorizes the lawyer to cooperate with substitutes and collaborators under his own liability; the lawyer agrees upon informing the Client if any consultant and/or investigator is appointed.
3. **The lawyer Nicola Canestrini**, declares that he contracted the risk insurance policy n. 122/47049544 UNIPOLSAI Assicurazioni (with the maximum ceil of € 5.000.000), and undertakes to inform the Client in case of circumstances – that were non-foreseeable when the professional assignment was conferred – which cause a cost increase (e.g. for technical consultant).
4. In case the legal aid cannot be applied, the payment for the legal assignments is assessed according with what it was agreed upon (either forfeit or in compliance with the parameters) plus, according to law, 22% for V.A.T., 4% for social security contribution and 15% for general expenses. Please note that **the payment does not include all the expenses and taxes** (such as but not limited to standard court fees, evidence of an expert witness and/or consultant fees, registration taxes, losing in court due fees, trial fees, etc...) and that expenses and taxes are to be paid by the Client, are to be considered in addition to the payment for the legal assistance and will be directly paid or given to the professional whenever he asked for. The parties deem the cost estimate they agree upon **adequate** to the importance of the assignment. The payment will occur through **partial payments** which have to be done periodically, at the lawyer’s request, in relation with the already done activity. The payment will be done by the Client within 15 days from the lawyer’s request. Not fulfilling the partial payments or not reimbursing the expenses that the lawyer has to anticipate gives rise to cancellation of contract (with the consequent dismissal of the power of attorney, if in front of a Judge). In the **civil litigation** field, the Client has to pay the entire amount of money that is specified in this contract to the lawyer, regardless of a minor judicial

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<sup>1</sup>The model has been adopted since 29th of August, 2017. More details at [www.canestriniLex.com](http://www.canestriniLex.com)

settlement and of the obligation for the counterpart to pay for the legal fees; if the settled by the Judge amount of money is higher than what the parties agreed upon, the exceedance belongs to the lawyer. The lawyer is authorized to directly receive the legal fees which are due by the counterpart and to claim such fees for set-off till the personal credit with the Client is settled. In case the defensive assignment is turned down, revoked, or however because of any other extinctive cause, the Client agrees to pay the agreed upon sum for the activities that has been done till that moment. The parameters are those individuated when the professional assignment was given; if not specified, the “average” parameter applies.

5. **LEGAL AID (free legal service to persons unable to pay for a lawyer):** Under Italian law, a means test is performed the sum of every income of the applicant shall not exceed the limit of € 11.528,41 in the last year. The calculation must consider all personal income taxes (IRPEF), such as salary (subordinate employment), retirement pension, income originating from being self-employed, etc; **exempt from IRPEF incomes** (e.g. war pensions; carer's allowances; family allowances; guaranteed income) and tax or substitute tax withheld at the source are to be included as well; only with regard to a **criminal proceeding**, the ceiling of the income is increased by € 1.032,91 per every family member living with the applicant. For example: if the family is made up of two people, the total income of the family shall not be over € 12.561,32; if the family is made up of three people, the total income of the family shall not be over € 13.594,23 and so on. For some special offences (such as sexual abuse or harassment) the law provides for the automatic admission at the legal aid regardless of the income limits. **The Client is the only responsible of the communicated and declared data; every false statement is a crime. Under penalty of inadmissibility** (and consequent obligation of personally paying the legal fees of the lawyer), **the application must be submitted with** 1) a copy of the family record; 2) copy of tax return of every family member registered in the certificate sub n. 1; 3) tax code of each family member; 4) copy of an identity card of each family member.

For **acceptance and receipt of a copy**

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Further very detailed info may be find at

<http://www.canestrinilex.com/resources/legal-aid/> and

<http://www.canestrinilex.com/resources/legal-fee-italy/>