

## AGREEMENT

This agreement ("**Agreement**") is made and entered into on this day of 13 March 2019 by and between,

**Consiglio Nazionale dei Dottori Commercialisti e degli Esperti Contabili**, the national institute representing the profession of accountancy, which term includes tax practice, in Italy, with 118,000 registered members, with its seat in Piazza della Repubblica, 59 - 00185 Rome (hereinafter "**CNDCEC**") represented by Massimo Miani in his capacity as President.

And

**CFE Tax Advisers Europe**, formally Confédération Fiscale Européenne a.i.s.b.l., an international non-profit organisation with a seat at Avenue de Tervueren 188A, 1150 Woluwe- Saint-Pierre in Brussels, governed by the provisions of title III of the Belgian Law of 27 June 1921, representing more than 200,000 tax advisers from 30 national organizations in 24 European countries (hereinafter "**CFE**") represented by Ian Hayes in his capacity as delegated Board member and Chair of the Tax Technology Committee.

(CNDCEC and CFE hereinafter individually referred to as a "**Party**" and jointly referred to as the "**Parties**")

**WHEREAS**, CFE has developed a project for a European Register of Tax Advisers (the "**Register**");

**WHEREAS**, CNDCEC is a member of CFE;

**WHEREAS**, CNDCEC and CFE agree on the importance of the Register and undertake to protect its reputation and image worldwide;

**WHEREAS**, CNDCEC intends to promote the participation of CNDCEC members (the "**Members**") to the Register under the present terms and conditions, with the purpose of enhancing Members networking and competencies in the field of international taxation;

**WHEREAS**, the Register aims at i) increasing Members' online profile; ii) easily connecting Members with other advisers; iii) engaging with potential clients through advertising areas of expertise and contact details; iv) allowing Members access to database of experts in various fields of taxation law and practice; v) inviting Members to specialized events with high profile speakers; vi) providing the latest news and publications regarding significant developments in taxation matters (more information on the Register at the following link: <http://taxadviserseurope.org/registry/about/>).

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. The recitals constitute an integral part of the present Agreement.
2. CNDCEC will promote the participation of Members to the Register under the present Agreement.

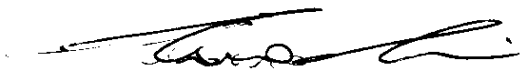
3. CNDCEC will receive the applications for the Register from the Members and send them to CFE which will manage the applications independently.
4. CFE is aware that CNDCEC will carry out a check not only on the enrollment of the applicant in the CNDCEC but also on further requirements related to the level of English language and tax expertise of the applicant.
5. CNDCEC shall pay to CFE the amount of 20,000 euros per year to cover the costs of registration for the first 35,000 eligible Members who make their application, with priority to members that have matured two years of enrollment with CNDCEC. This amount shall be comprised of the following sums:
  - 2,500 euros as fixed contribution per year; and
  - 17,500 euro as cumulative registration fees for a maximum of 35,000 number of registrations.
6. The Agreement is valid and binding for three years from its signature date (the "**Signature Date**").
7. CNDCEC may unilaterally terminate the Agreement at the end of the second year by serving a 3 months prior written notice to CFE before the commencement date of the third contractual year.
8. Upon expiration of the present Agreement, Members may continue their participation to the Register by bearing the registration fee by themselves. In this case, CNDCEC will no longer be involved in any payment or direct approval related to the mentioned members. In this case, regulation of CFE regarding the Register will apply.
9. Members shall bear the duty to inform CNDCEC and CFE in case he/she will be subject to disciplinary procedures. In this case, CFE will be entitled to suspend them or remove them from the Register.
10. This Agreement sets out the entire agreement and understanding between the Parties as to the subject matter hereof. No waiver, modification or amendment of any terms, conditions or provisions of this Agreement shall be valid or effective unless agreed and made in writing by the Parties.
11. Any controversy arising out or in connection to the present Agreement shall be settled in an amicable way by negotiation and conciliation without recourse to litigation.
12. The Agreement is made in 2 copies, each Party holds one.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and to come into effect as of the Signature Date.

A handwritten signature in black ink, consisting of stylized, overlapping letters, likely representing the initials of one of the parties to the agreement.

For Consiglio Nazionale dei Dottori Commercialisti e degli Esperti Contabili

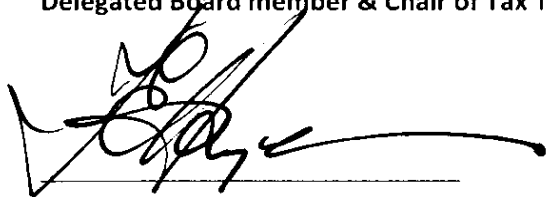
**Massimo Miani**  
President



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For CFE Tax Advisers Europe

**Ian Hayes**  
Delegated Board member & Chair of Tax Technology Committee



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CNDCEC - CNDCEC

**Prot. 7411** del 18/06/2019 - Uscita

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