

CONTRACT FOR SALES AGENCY PRODUCTS/SERVICES

Macrigi Ltd located at Address: 1 College Yard 56, Winchester Avenue London NW6 7UA with Company Register: 09787379, Vat Number: 244359401, in the continuation of the document defined as "Mandatory", as owner and administration of the portal www.macrigi.com, stipulates this contract to mandate a sales agency to market products/services Made in Italy, in order to promote and commercialise the products/services on the portal.

The Sales Agency, in the continuation of the document defined as "Agency", accepts the contract described below in all its parts after reading and accepting the terms by clicking the "Register/Accept" button on the registration page (<https://www.macrigi.com/sub-agent-subscription/>).

Together the parties enter into an agreement as specified below:

1. OBJECT OF THE CONTRACT

1.1 Object of the agreement is the legal relationship of the parties, deriving from the transfer to the Agency of the right to produce by its own name and on its own account commercial and legal actions concerning the sale of the products present in the portal (www.macrigi.com), to the single or in large quantities of the Mandatory called: "Products/Services".

1.2 The distribution of the Mandatory product by the Exclusive Agency is carried out on the basis of separate contracts, written separately for each delivery, with conditions which do not differ with the terms of this agreement.

1.3 Establish an agreement protocol with a "sell and pay" business formula to promote and sell the Mandatory products/services.

2. RIGHTS AND DUTIES OF THE PARTIES

2.1. The Mandatory under this agreement has the obligation to:

2.1.1. Responsibly fulfill the obligations under this agreement, together with the other contracts, protocols and agreements stipulated between the parties.

2.1.2. Provide the Exclusive Agency with the products/services under the conditions set forth herein agreement, as well as other contracts, protocols and agreements concluded between the parties.

2.1.3. Establish a cooperation protocol on the offer of products/services.

2.1.3.1. The Agency will make the sale of the products/services to the final customer through the portal www.macrigi.com or by written request (in special cases) to be agreed with the Supplier. The sale of the products/services will be recognized to the Agency.

2.1.3.2 The payment of the purchased products/ services is made by the customer directly to *Macrigi ltd* through Macrigi.com portal with our payment systems (Paypal, Gocadless, bank transfer) Certified and secure systems.

2.1.4. The Agency will collect the taxable 6% on sales up to £ 200,000, the 4% on sales up to £ 500,000, the 2% on sales up to £ 1,000,000 and the 0,5% on sales up to £ 10,000,000. The above percentages are acknowledged upon receipt of the order and paid to the Agency once the payment by the final customer is settled (see subsequent notes for payment to the Agency).

2.1.5. Inform and update the Agency of changes in the products/services shown on the www.macrigi.com portal.

2.1.6. The Agency will issue a direct bill to Macrigi ltd and the supplier (Macrigi ltd itself) will pay the Agency through bank transfer within 30 days. The invoice must be sent directly by certified mail to the Mandatory.

2.1.7. At the request of the Agency, the Mandatory will provide with support and related information regarding the technical characteristics of the products/services. The Mandatory will also supply the Agency with a product which have a packaging that complies with the regulations of the country of the "Agency".

2.1.8. The Mandatory intervention in the Agency business activities is not permitted if this does not conflict with the contractual relationship between the parties.

2.2. The "Mandatory", under this Agreement, will have the right to:

2.2.1. To require commercial authorisations from the "Agency" in the terms provided for in this contract.

2.2.2. To require advertising for the promotion of the products/services from the "Agency", necessary to guarantee a good level of sales volumes of the same.

2.2.3. Free exchange, within the 10th of each month, with the "Exclusive Agency" of information regarding the availability of the products/services application if not present in the portal.

2.2.4. In case of violation by the "Agency" of the obligations arising from this agreement or any other obligation before the "Mandatory" of the other agreements, protocols and contracts, the "Mandatory" has the right to unilaterally refuse the fulfillment of the conditions of this contract. In this case, the agreement is considered terminated upon receipt by the "Agency" of a written communication from the "Mandatory".

2.2.5. The "Mandatory" assumes responsibility to take all measures in its power, for the delivery of products/services in the intended territory, relying on third-party shippers (Profitable collaboration with [certified and reliable couriers](#)).

2.2.6. The parties agree to include the addresses of the Mandatory and the Agency on the label in the language of the Agency.

2.3 the Agency of the agreement will be obliged to:

2.3.1. Perform all obligations arising from the agreement and other obligations before the Mandatory of the other contracts, protocols and agreements related to the implementation of the obligations under this Agreement. Provide all health, legal and technical information to facilitate the importation of the product including the legal indications to be indicated on the label.

2.3.2. Ensure adequate advertising of the products/services.

2.3.3. Ensure the availability of adequate administrative support for the sale of the product.

2.3.4. Produce sales, advertising and marketing actions using the official name of the company *Macrigi ltd* and the advertising of the same portal "www.macrigi.com".

2.3.5. Provide weekly sales volumes of products/services.

2.3.6. Advertise the products/services for their qualities.

2.3.7. Participate in exhibitions and events for the presentation of the product.

2.3.8. For free, indicate to the "Mandatory" the information related to the existing application for the product.

2.3.9. Inform the "Mandatory" of the presence and expansion of its sales network formed under this agreement.

2.4. The "Agency" of the agreement has the right to demand from the Client compliance with the terms of this agreement.

3. DETERMINATION OF SALES PRICES

3.1. The price is already pre-set on the portal. All prices of the various products and services are already updated and reported on the site www.macrigi.com.

3.2. In the event that the "Mandatory" decides to change the prices of the products/services, these will be already visible in the Portal www.macrigi.com.

4. RESOLUTION OF DISPUTES AND LIABILITY OF THE PARTIES

4.1. After the acceptance of this agreement, all previous negotiations, correspondences, agreements, contracts, intent and other protocols, as well as oral agreements between the parties on the issues, which are in some way related to this agreement, lose their relevance.

4.2. Relations between the parties not regulated by this agreement are governed by the current United Kingdom law.

4.3. Disputes and disagreements, which arise between the parties in connection with the execution of the terms of this agreement, will be resolved through negotiation with the arbitration of the United Kingdom Chamber of Commerce.

4.4. In the event that a peace agreement can not be reached through negotiations, the dispute must be settled by the United Kingdom court.

4.5 The parties are not responsible for the obligations of each party to third parties.

5. FORCE MAJEURE

5.1. Force majeure is defined by the provisions of the United Kingdom Court.

6. SPECIAL CONDITIONS

6.1. This agreement is in Italian and in English, in two copies, one for each of the parties, each of which has the same legal value and takes effect from the moment of acceptance.

6.2. Agreements transmitted electronically are considered valid and applicable after acceptance. Both parties are allowed to print and keep a copy of the agreement and will it be legally recognized.

6.3. The validity of this agreement is one year from the time of its signature by both parties.

6.3.1. The "Mandatory" has the right to annually verify the performance of contractual obligations and in the event of failure to comply, at the end of 180 days (equal to 6 months) from the time of control, to exit unilaterally from the contract, without having obligation to give notice to the other party.

6.4. In the event that there is no reason for disagreement between the parties, this agreement is automatically extended.

6.5. In the event that, according to separate agreements, the "Agency" and the "Mandatory" have not fulfilled the obligations towards the other party, the agreement is automatically extended until the moment of fulfillment of the obligations arising from other agreements.

6.6. All modifications and additions to this agreement are valid on the condition of Acceptance of authorized

representatives of the parties.

6.6.1. The "Agency" assumes the responsibility of obtaining all the documents required for the certification, sale and use of the product in the territory of the United Kingdom, Italy (according to Regional jurisdiction), Spain, France, Poland, Germany, Greece, Albania, Russia and other countries where Macrigi Ltd will expand its commercial network (the mandate for the Agency will be issued by territory or sector on its own account).

6.6.2. The "Mandatory" agrees to provide the necessary technical documentation and information, which does not represent a trade secret.

6.7. The parties are fully responsible for the correctness of what is stated in the agreements, contracts and protocols and they undertake to communicate each other in writing within three days any change.

6.8. The transport activities are established by the Supplier who will choose the shipper and the most suitable and convenient insurance solutions for their producers/sellers who are on the [Macrigi.com](https://www.macrigi.com) portal.

6.9 All disputes arising from the interpretation and execution of this agreement will be entrusted exclusively to an arbitration procedure, to be activated by the most diligent party, based in the place where the party deems its own rights. This contract is subject to United Kingdom legislation.

7. CONCLUSION AND EFFECTIVENESS OF THE CONTRACT

7.1 The acceptance contract ends with the acceptance expressed by pressing the "accept" button sent via email or on the portal (<https://www.macrigi.com/agent-area/>), always after viewing a web page summary (<https://www.macrigi.com/site-terms/>).

7.2 Alternatively, the aforementioned information ([Site conditions](#), [Privacy](#), [Sales Conditions](#), [Payment Conditions](#), [Right of Withdrawal](#)) may be verbally given by the Supplier to his Agency.

8. PROTECTION OF CONFIDENTIALITY AND PROCESSING OF AGENCY DATA

8.1 The Supplier protects the [Privacy](#) of its customers and ensures that the processing of data complies with the provisions of the [Privacy](#) legislation pursuant to Legislative Decree EU 2016/679.

8.2 Personal and fiscal data acquired directly and/or through third parties by the Mandatory Macrigi LTD, owner of the treatment, are collected and processed in hard copy, computerized, electronic, in relation to the processing methods with the purpose of registering the order and activating the procedures for the execution of the present contract and the related necessary communications, in addition to the fulfillment of any legal obligations, as well as to allow an effective management of business relationships to the extent necessary to best perform the requested service.

8.3 The Supplier undertakes to treat data and information transmitted by the Agency with confidentiality and not to disclose them to unauthorized persons, or to use them for purposes other than those for which they were collected or to transmit them to third parties. Such data may be presented only upon request by the judicial authority or by other authorities authorized by law.

8.4 Personal data will be communicated, after signing a commitment of confidentiality of the data, only to persons delegated to perform the activities necessary for the execution of the contract and communicated exclusively for that purpose.

8.5 The Agency enjoys the rights referred to in d.lgd. EU 2016/679, namely the right to obtain:

- a) updating, rectification or, when interested, integration of data;
- b) the cancellation, transformation into anonymous form or blocking of data processed unlawfully, including data whose retention is unnecessary for the purposes for which the data were collected or subsequently processed;
- c) the attestation that the operations referred to in letters a) and b) have been brought to the attention, also as regards their content, of those to whom the data have been communicated or disseminated, except in the case

where this fulfillment is it proves impossible or involves a use of means manifestly disproportionate to the protected right. The interested party also has the right to object, in whole or in part;

d) for legitimate reasons, to the processing of personal data concerning him/her, even though they are relevant to the purpose of the collection;

e) to the processing of personal data concerning him/her for the purpose of sending advertising or direct sales material or for carrying out market research or commercial communication.

8.6 The communication of personal data by the Agency is a necessary condition for the correct and timely execution of this contract. Failing that, the application of the Agency itself can not be carried out.

8.7 In any case, the acquired data will be kept for a period of time no longer than the necessary for the purposes for which they were collected or subsequently processed. However, their removal will be safe.

8.8 Holder of the collection and processing of personal data, it is the Supplier, to whom the Agency can direct any request to the company headquarters.

8.9 Anything sent to the Supplier's e-mail address (including electronic requests, suggestions, ideas, information, materials, etc.) will not be considered confidential information or data, must not violate the rights of others and must contain valid information, not detrimental to the rights of others and truthful. In any case the Supplier can not be held responsible for the content of the messages themselves.

9. METHOD OF ARCHIVING THE CONTRACT

9.1. The Supplier informs the Agency that every order sent is kept in digital/paper form on the server/at the Supplier's premises according to criteria of confidentiality and security.

10. COMMUNICATIONS AND COMPLAINTS

10.1. Written communications to the Supplier and any complaints will be considered valid only where sent to the following address: 1 College Yard 56 Winchester Avenue London NW6 7UA, or sent by e-mail to the following address info@macrigi.co.uk.

The Agency indicates in the registration form his/her residence or domicile, telephone number or e-mail address to which he/she wishes to receive communications from the Supplier.

11. SETTLEMENT OF DISPUTES

11.1. All disputes arising from this contract will be devolved to a conciliation attempt at the competent court of London, United Kingdom and resolved according to the regulation adopted by the same.

12. TRANSFERABILITY

6.1. This contract can not be transferred except with the express, prior written consent of the part transferred. The assignment without the observance of what is prescribed in this point will remain ineffective for all the parties.

13. APPLICABLE LAW AND POSTPONEMENT

13.1. This contract is governed by the law of the United Kingdom (UK).

14. FINAL CLAUSE

14.1 This contract repeals and replaces any agreement, understanding, negotiation, written or oral, previously intervened between the parties and concerning the subject of this contract.

15. BUDGET

15.1 Budget means the number of Products/Services sales contracts or registrations of Made in Italy producers on the Macrigi.com portal.

16. MINIMUM BUDGET

16.1 The minimum budget is equal to 30 contracts of sale of Products/Services or Registration of Producers/Sellers on the Macrigi.com portal within 3 months from the signing/acceptance of the same exclusive mandate contract by area or sector.

17. PROLONGED INACTIVITY

17.1 If within a period of 3 months the minimum budget of 30 Sales of Products/Services or registrations of Made in Italy Producers is not reached on the Macrigi.com portal, the right to territorial or sector exclusivity is lost.

17.2 In the event that the minimum budget is not reached within 6 months, Macrigi Ltd reserves the right to terminate the mandate at any time and without any legal obligation and forfeiting any rights acquired or accrued over time.

This contract is the last update of the 22nd of January, 2019