

COLLABORATION AGREEMENT
Istituto Armando Curcio S.r.l. and Communicaid Group Limited

London, August 14, 2017

PARTIES

Benjamin Guy Hamilton Joseph, on behalf of **Communicaid Group Limited**, a language consulting firm with its registered office at **Mitre House, 12-14 Mitre St., London EC3A 5BU, United Kingdom**, holder of Tax ID Card or registered number **GB 602 9985 19** as listed on the British companies' registry (hereinafter the "Company")

And **Cristina Siciliano**, on behalf of **Istituto Armando Curcio S.r.l.**, a language consulting firm with its registered office at **Viale Palmiro Togliatti 1625, Rome, 00155, Italy** holder of Tax ID card or registered number **C.F. 13129661008**, as listed on the corresponding country's companies' registry (hereinafter "The Supplier").

Both parties mutually agree that they are legally able to enter into agreements for receiving and providing services and that those appearing in representation of both entities possess the legal authority to authorize contractual agreements. Each party acknowledges the other party's legal capacity and authority.

WHEREAS

I. **Communicaid Group Limited** is a Company legally authorized to carry out its activity under the denomination **Communicaid** and is registered as a supplier for training of all types: Face-to-Face, on-line and telephone. The Company provides training nationally and internationally both at its own facilities and externally, at the facilities of its clients.

II. The SUPPLIER is registered as a supplier of Training, Contents and Services in the province / country of **Italy**.

III. **Communicaid Group Limited** is the designated owner of the Training Contract with the end client and the SUPPLIER agrees to provide the service for this end client as outlined in this agreement.

IV. Both parties will collaborate to ensure that the end clients of **Communicaid Group Limited** will receive the services rendered by the SUPPLIER according to the clauses specified below.

The signing of the present Contract shall in no case be construed as meaning the establishment of any employment relationship whatsoever between THE COMPANY and the employees and/or professional staff that the SUPPLIER may hire or have hired for the provision of the services referred to in the present contract.

Waiver of liability.

In the course of the provision of the Services, the SUPPLIER undertakes to comply with the legal obligations in place regarding the Social Security and labour law. To this end, the SUPPLIER will submit documentary evidence, at the request of THE COMPANY with such frequency as the latter may consider necessary, showing that it is up to date with its obligations regarding wages and Social Security payments vis-à-vis its personnel involved in providing the Services.

Any and all liability pertaining to the SUPPLIER with regard to employment, tax, Occupational Health and Safety, and Social Security matters vis-à-vis employees or professional staff assigned to the execution of the Services shall be the sole and exclusive responsibility of the SUPPLIER. As a result, THE COMPANY will be exonerated and not held responsible from any liability arising out of such obligations. Should THE COMPANY be obliged at any time to assume any property-related liability due to a failure by the SUPPLIER to comply with its obligations in the said matters, THE COMPANY shall be entitled to pass on to the SUPPLIER the total amount of any economic charge incurred.

Failure of the SUPPLIER to comply with any of these obligations and liabilities shall empower THE COMPANY to suspend the Contract prior to its specified expiration.

FOURTH. ECONOMIC TERMS AND CONDITIONS. BILLING CRITERIA. PAYMENT

It is hereby agreed that THE COMPANY shall pay the SUPPLIER the TOTAL AMOUNT of **ONE THOUSAND TWO HUNDRED AND FIFTY EUROS (1,250.00 €)** for **SIXTY (60)** hours of one-to-one intensive **Italian** language training.

Upon completion of the course, the SUPPLIER agrees to provide a scanned copy of the attendance register of the student for whom THE COMPANY has contracted training services.

The SUPPLIER agrees to deliver to THE COMPANY, by postal mail, electronic mail or fax, a detailed invoice specifying the tax details of the SUPPLIER, the concept billed and providing that it is accompanied by the information corresponding to the agreed course dates outlined in Sixth Clause, and the total billing amount for payment by THE COMPANY.

The payment of the invoice will be carried out via a bank transfer. The payment will be made ten (10) days before the start of each course.

FIFTH. EXCLUSIVENESS, SUB-CONTRACTING AND ASSIGNMENT

The SUPPLIER hereby agrees not to contact directly the end client of THE COMPANY and not to negotiate terms and conditions on its own account.

The SUPPLIER will not be able to assign the rights and obligations arising out of this Contract to any third party whatsoever, even if it were a company controlled or partly-owned by the SUPPLIER's parent company, without the prior express consent of THE COMPANY in writing.

as well as any software programmes and/or applications furnished by THE COMPANY for use by the SUPPLIER and any other materials, programmes, applications or methods owned by THE COMPANY.

2. The party receiving the Confidential Information agrees not to use the said information for any purpose other than those arising out of this contract, as well as not to reveal, deliver or supply it, in whole or in part, to any third party, unless prior authorization in writing has been obtained from the party transmitting the said Confidential Information.

3. In the event of the termination of the Services for which the present contract is formalized, regardless of the reasons for such termination, the party receiving the information undertakes to deliver to the Transmitting Party all of the confidential information that, as a result of the said Services, may be in its possession or in that of its employees, without the party receiving the information being entitled to retain any copy whatsoever of the aforesaid confidential information.

The obligations assumed herein shall remain invariable for an indefinite period even after the resolution of the present Contract, for whatsoever reason.

Automated processing of personal data

The SUPPLIER acknowledges that EU Data Protection Directive (Directive 95/46/EC) and Data Protection Act 1998 (DPA), among other legal dispositions, establishes a series of obligations regarding the processing of personal data, including a prohibition on transferring personal data without the corresponding authorization of the data subject.

To this end, the collaborator undertakes to respect data protection legislation and the privacy and data security policies established by the COMPANY now or in the future, as well as:

- To use any personal data to which he or she may have access solely and exclusively to comply with his or her contractual obligations vis-à-vis the COMPANY.
- To observe and adopt any and all security measures as may be necessary to ensure the confidentiality, secrecy and integrity of the personal data to which he or she may have access, as well as to adopt in future any and all security measures as may be required by the laws and regulations intended to preserve secrecy, confidentiality and integrity in the automatic processing of personal data.
- To not transfer and/or disclose, under any event, to third parties any personal data to which he/she may have access, not even for the purposes of their conservation. In this sense, the contracting of any processing of personal data is subject to the prior authorization of THE COMPANY.
- To return to THE COMPANY and/or destroy (as instructed by Company in each case), at termination of the service for which data are processed by the Professional, all and any personal data and/or copies thereof which may remain in its possession.

Any failure to comply on the part of the SUPPLIER with any of the obligations established in the present Confidentiality and Personal Data Processing Clause will give rise to compensation in favour of the COMPANY equal to the annual remuneration agreed in the present contract or such remuneration as may be established in subsequent agreements, without prejudice to the

writing, reached between the parties prior to the present one. No amendment or variation in the terms and conditions of the present Contract shall be effective unless it has been established in writing and signed by the parties in acceptance of being bound by the same.

The headings introducing the clauses of the present Contract have been inserted to facilitate its reading but do not form part of the same, nor do they define, limit or describe the scope or intention behind the clauses they precede.

In witness of their agreement herewith, the parties now sign the present document in duplicate and for one sole purpose in the place and on the date indicated.

COMMUNICAID GROUP LIMITED

Istituto Armando Curcio S.r.l.

PP. *F. Williams*

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Viale Palmiro Togliatti, 1625
00155 ROMA
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21.08.2017

Mr. Benjamin Guy Hamilton Joseph

Ms. Cristina Siciliano