



Ministero della Giustizia

Sistema Informativo del Casellario Certificato Generale del Casellario Giudiziale (ART. 24 D.P.R. 14/11/2002 N.313)

CERTIFICATO NUMERO: 14206/2015/R

Al nome di:

Cognome **FAGÀ**
Nome **GIORGIO**
Data di nascita **23/11/1954**
Luogo di Nascita **TORINO (TO) - ITALIA**
Sesso **M**
Codice Fiscale **FGAGRG54S23L219M**

sulla richiesta di: **INTERESSATO**
per uso: **AMMINISTRATIVO (ART. 24 D.P.R. 14/11/2002 N.313)**



Si attesta che nella Banca dati del Casellario giudiziale risulta:

NULLA

ESTRATTO DA: CASELLARIO GIUDIZIALE - PROCURA DELLA REPUBBLICA PRESSO IL TRIBUNALE DI TORINO

Si attesta l'avvenuto pagamento (art. 273 e 285 T.U. 30/5/2002 n. 115) del

diritto di certificato

diritto di urgenza

TORINO, 05/03/2015 12:46



IL RESPONSABILE DEL SERVIZIO CERTIFICATIVO
IL FUNZIONARIO GIUDIZIARIO

Giuseppe Oddenino

Il presente certificato non può essere prodotto agli organi della pubblica amministrazione o ai privati gestori di pubblici servizi della Repubblica Italiana (art. 40 D.P.R. 28 dicembre 2000, n. 445), fatta salva l'ipotesi in cui sia prodotto nei procedimenti disciplinati dalle norme sull'immigrazione (d.lgs. 25 luglio 1998, n. 286). Il certificato è valido se presentato alle autorità amministrative straniere.



PROCURA DELLA REPUBBLICA
presso il TRIBUNALE di TORINO

CERTIFICATO DEI "CARICHI PENDENTI"

AI SENSI DEL COMBINATO DISPOSTO DEGLI ARTT. 60 COMMA 1 C.P.P. E DEGLI ARTT. 27, 28 DEL D.P.R. 14/11/2002 N. 313

AL NOME DI FAGA' GIORGIO

NATO IL 23/11/1954

IN TORINO

RESIDENTE A TORINO



SU RICHIESTA DEL MEDESIMO PER USO DI LEGGE

" Il presente certificato non puo' essere prodotto agli organi della pubblica amministrazione o ai privati gestori di pubblici servizi (art. 40 d.p.r. 28 dicembre 2000, n. 445), fatta salva l'ipotesi in cui sia prodotto nei procedimenti disciplinati dalle norme sull'immigrazione (d.lgs. 25 luglio 1998, n. 286 e circolare del Ministero per la pubblica amministrazione e la semplificazione e del Ministero dell'Interno n. 3/2012)".

SI CERTIFICA

CHE, PER TUTTI I PROCEDIMENTI ISCRITTI NEL REGISTRO INFORMATICO DELLE NOTIZIE DI REATO DI QUESTO UFFICIO, A FAR DATA DAL 01/01/2010 RISULTA:

NULLA

Torino, 05/03/2015



IL FUNZIONARIO GIUDIZIARIO
Carmela TUCCILLO

*Si attesta l'avvenuto pagamento (art. 273 e 285 T.U. 30/05/2002 n. 115) del
Diritto di certificato*

IL CERTIFICATO E' VALIDO SE PRESENTATO ALLE AUTORITA' AMMINISTRATIVE STRANIERE

This distributor agreement (the "Agreement") is entered into this ___ day of _____ 2015

BY AND BETWEEN:

On the one hand, EM@NEY PLC, a company registered in Malta with company Registration number C55558, VAT MT21190615, having its registered office at Regent House, Suite 45, Bisazza Street, in Sliema (SLM1640), Malta, hereinafter referred to as the 'Company'

AND

On the second hand, OFFINANCIALSERVICE AN INDIVIDUAL FIRM REGISTERED IN
TURIN WITH COMPANY BY GIORGIO FAGGI' VAT 01505840056 HAVING ITS
REGISTERED OFFICE IN VIA OTTAVIO REVEL 16, 10121 hereinafter referred to as the 'Distributor'
TURIN (IT)

The parties above are hereinafter referred to collectively as the "Parties" and severally as a "Party".

WHEREAS

- A. Em@ney Plc is a company incorporated under the Laws of Malta with company registration number C55558 which is licensed by the Malta Financial Service Authority to issue e-Money in accordance with the Financial Institutions Act (the "Company").
- B. The Distributor wish to enter into this Agreement with the Company in order to redeem and distribute electronic money ("e-Money") issued by the Company.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. Services covered by the Agreement

- .1 The Company shall provide to the Distributor the authorisation to resell, distribute and redeem e-Money to persons that are subscribed to the Company for the provision of e-Money (the "Customers"). Access to these services will be available to the Distributor through the assignment of an exclusive identification code (the "UserID") and a keyword (the "Password"). The Parties hereby accept that these are the elements adequate to identify the Distributor at the time of access to the services.
- .2 The activities are supported by a portal web site called Em@ney plc <http://www.emoneyplc.com/> and all web site partners.
- .3 The Distributor has applied with the Company in order to form part of its current network of distributors and gain authorisation to resell e-Money issued by the Company.
- .4 An account (the "Business Current Account") shall be opened by the Distributor in order to make possible the provision of e-Money services.



- 3.5 As stated in clause 3.2, the Company is granting a right of use of the trademark and logo to the Distributor. This right to use the Company's intellectual property shall be limited and shall not be used in the Distributor's registration with the Chamber of Commerce. Furthermore, the Distributor can never be identified as an agent vested with representation and / or attorney and / or officer of the Company and/or its related companies.
- 3.6 The Distributor undertakes to send any advertising material that shall bear the Company's trademark to the Company for approval, and shall not publish such advertisements before it receives approval from the Company.
- 3.7 Throughout the duration of this Agreement, the Company reserves the right to change any of the intellectual property rights belonging to the Company including any trademarks, brands, logos and any other intellectual property that the Distributor may use during the course of trade or business.

4 Obligations of the Distributor

- 4.1 The Distributor is deemed to have begun providing the services under this Agreement on the occurrence of any one of the following:
- 4.1.1 Billing of services by the Company;
 - 4.1.2 Activation of the Distributor's Business Current Account;
 - 4.1.3 On the collection of the necessary documentation for the commencement of the provision of the payment services; and
 - 4.1.4 Giving the Distributor access to specific areas on www.emoneyplc.com.
- 4.2 The Distributor undertakes to provide the following documentation and where necessary, to provide it completed and signed in all its parts: -
- (a) the name and address of the Distributor;
 - (b) a copy of the identity card of the individual vested with legal representation of the Distributor;
 - (c) the identity of the directors and persons responsible for the management of the Distributor;
 - (d) photocopy of the VAT Certificate displaying the VAT number of the Distributor;
 - (e) photocopy of the fiscal code in the register of companies;
 - (f) Police conduct certificate of the Distributor or the directors of the company where the Distributor is a company.
- 4.3 The Distributor agrees to submit the documents indicated in clause 4.2 within seven (7) days from the signing of this Agreement.
- 4.4 On the expiration of any of the documents indicated in clause 4.2, the Company may suspend the Distributor's access to the Business Current Account until new documentation is provided.
- 4.5 The Distributor is obliged to inform the Company in the event that any changes occur to the documents after the signing of this Agreement.
- 4.6 The Distributor agrees that the Business Current Account will be activated with the first deposit of funds, in accordance with the instructions given in the email sent by the Company, which shall be



higher than annual cost as indicated in the economic conditions of the Business Account. This first deposit must take place within seven (7) days from the signing of this Agreement.

- 4.7 The Distributor agrees and warrants that the balance of the Business Current Account shall always contain a minimum amount other than € 0.00 (0/euro). If the Business Current Account balance falls below the minimum amount, the Company may disable the Distributor's access to the services being provided by the Company and access shall only be restored when the Business Current Account contains the minimum amount. Furthermore, the Company reserves the right to charge the Distributor with costs incurred.
- 4.8 The Distributor undertakes to conduct its business and to resell e-Money responsibly and diligently.
- 4.9 The Distributor agrees to pay all necessary permits, fees, costs and any other payments referred to in this Agreement (the "Expenses") and the Distributor further agrees that such Expenses shall be automatically set off from the Distributor's Business Current Account balance.
- 4.10 The Distributor acknowledges that in the event its Business Current Account remains inactive for more than ninety (90) consecutive days, the Company, will have the discretion to close the Business Current Account and credit the Distributor with any remaining funds.
- 4.11 The Distributor is obliged to follow the guidelines issued by the Company for the reselling and distribution of electronic money. In particular, it undertakes to fill in the requisite forms provided via the internet and divulge any information requested including but not limited to telephone numbers, addresses of Customers, payment amounts and any other item of information requested by the Company.
- 4.12 In the event where the IT form is filed incorrectly, the Distributor assumes responsibility for the proper provision of electronic money services by exempting the Company from liability for any loss or damage caused by any errors and/or incompleteness that may arise due to incorrect delivery or non-delivery of the service to a Customer.

5 Obligations of the Company

- 5.1 The Company agrees to grant to the Distributor the technical and cooperative procedures in connection with the services covered by this Agreement.
- 5.2 The Company shall grant to the Distributor a Password authorising the Distributor to access the section of the website www.emoneyplc.com reserved exclusively to members of the distributor network.
- 5.3 The Company agrees to pay to the Distributor the agreed direct commission upon the resale of electronic money to Customers as specified in this Agreement and as specifically indicated in the price list inside the restricted area on the Company's website.
- 5.4 The Company reserves the right to make due diligence investigations into any transaction exceeding €50,000 whether made by a Customer or by the Distributor.
- 5.5 Any other type of remuneration shall on pain of nullity be agreed to in writing by the Parties.



- .5 The Company shall exclusively issue E-Money to Customers and this upon receipt of funds.
- .6 In order to be able to resell e-Money to Customers subscribed to the Company, the Distributor shall transfer funds from his bank account to his Business Current Account, upon which the Company shall issue e-Money to the Business Current Account.
- .7 The e-Money held in the Distributors Business Current Account shall be available for resale and distribution to Customers.

2 Service provided by the Distributor to the Customer

- 2.1 Through this Agreement between the Company and the Distributor, the Distributor shall be authorised to resell, distribute and redeem e-Money which shall be issued to Customers exclusively by the Company.
- 2.2 The Distributor shall be authorised by the Company acting on behalf of the Company to purchase the e-Money issued by the Company by pre-transferring funds to the Company.
- 2.3 The Distributor shall then be able to resell its prepaid e-Money credit to Customers in the form of pre-paid cards or by transferring the e-Money issued by the Company from the Distributor's Business Current Account to the Customers electronic money account.
- 2.4 The Distributor shall solely be responsible for having Customers sign the applicable contract with the Company for the provision of the e-Money services and is responsible for collecting the requisite due diligence documentation from Customers as directed by the Company. This documentation is scanned, stored and then sent to the Company.
- 2.5 In the event that a Customer's due diligence document is not provided to the Company, the Company reserves the right to block, suspend or terminate the Distributor's access to the Business Current Account. The Distributor shall also be liable towards the Company in the amount of One Hundred (€100) Euros, as a genuine pre-estimate of the Company's loss, for every missing document that should have been provided.

3 Right to use the brand

- 3.1 The logo and trademark 'Em@ney plc' is the exclusive property of the Company.
- 3.2 The Company shall allow the Distributor to display the logo and trademark in the use of his business in addition to the Distributor's own brand names.
- 3.3 The Distributor shall have the right to change its place of business at any time during the duration of this Agreement without incurring any additional costs upon sixty (60) days prior written notice.
- 3.4 The Distributor shall be providing the services forming the object of this Agreement to Customers based in the country where the Distributor is based.



5.6 It is hereby agreed by the Parties that all payments due to the Distributor as commission for the resale of e-Money to Customers shall be due exclusively by the Company.

6 Variation of provisional-Billing

6.1 The Company reserves the right to vary the commissions, at any time, and at its sole discretion, by giving the Distributor thirty (30) days notice in writing that can be sent via postal mail, fax, internal messaging system or electronic mail.

6.2 Where the changes referred to in the preceding paragraph, have the effect of an increase in the service fees or any other economic burdens borne by the Distributor, such increases shall only come into effect thirty (30) days after the receipt of notice by the Distributor. During the said period of thirty (30) days, the Distributor shall have the right to terminate this Agreement with immediate effect if the said increases are more than ten percent (10%). Notice of termination shall be communicated to the Company by registered mail to Em@ney p.l.c. Registration number C55558 - Regent House, Suite 45, Triq Bisazza, Sliema SLM1640, Malta.

6.3 The Distributor can at any time check the amount of Customers that have subscribed with the Company by logging into the dedicated section of the Website www.emoneyplc.com.

7 Fees - Payments

7.1 The Company will make payment for Services according to the terms and procedures as agreed to by the Parties from time to time. All amounts invoiced are subject to VAT where applicable.

7.2 The Distributor shall pay the applicable service fees in the manner and terms selected in the application form provided by the Company.

7.3 In the event of late payment the Distributor will be charged interest over the amount due at the maximum rate allowed by law.

7.4 In the event of partial or complete non-payment of the invoices sent to the Distributor by the Company, the Company may suspend the provision of services. If the invoices are still not paid within fifteen (15) days after the suspension, the Company may terminate this Agreement.

7.5 The first annual fee will be billed to the Distributor upon the first request made for membership through the application form.

8 Billing and shipping address of the Invoices

8.1 The Distributor agrees that the method of invoicing shall be exclusively in digital format.

8.2 The bills in digital format will be available to the Distributor from the private area on the website www.emoneyplc.com.

9 Subordination and Exclusivity

9.1 The Distributor is an entrepreneur, legally and economically independent from the Company.



9.2 By no means is this Agreement to be construed as being one of employment, either direct or indirect nor shall it be construed as being an agency agreement with the Company.

9.3 The Distributor shall provide the e-Money services exclusively in the name and on behalf of the Company.

10 Communication

10.1 The Distributor's address shall be Vie App. Ete Polledro 28 - 14025 Piove' Mennese (AT)

west. info@conticeps.it
and shall be usable for any type of communication the Company may make to the Distributor in addition to the internal messaging system available.

10.2 The Company's Address shall be its registered office or such other place as may be communicated to the Distributor from time to time.

10.3 The Distributor undertakes to communicate to the Company any change or variation in the data shown in the application form.

11 Duration and Renewal

11.1 This Agreement shall be for duration of one (1) year and shall enter into force upon its signature. On the expiry of one (1) year the Agreement will renew indefinitely for successive periods of one (1) year each unless notice is given by either Party by registered mail sent at least six (6) months before the end of the respective term. The early termination by the Distributor, does not release the same to the payment of the annual fee or any other fees which are outstanding.

11.2 If the Distributor terminates the Agreement only in relation to one or more of the services, this Agreement will remain in force for the remaining services.

12 Termination

12.1 The Company may terminate this Agreement, by making a simple statement to such effect in any of the following cases:

- Breach of any of the commitments or obligations of this Agreement namely those of articles 2, 4 and 6;
- Non-payment within 15 days, of any sums due to the Company and that have been communicated by invoice or statement to the Distributor;
- Any reason whatsoever by providing thirty (30) days' notice to the Distributor.

12.2 If either party has supplied false information, the other party may request immediate cancellation of the Agreement without prejudice to a right of action for damages if due.



12.3 In the event of termination of the Agreement for any reason, the Distributor shall deliver to the Company all material provided including but not limited to the certificate of appointment as distributor the advertising material, manuals, posters, signs, and window stickers.

13 Limitation of Liability

13.1 The Company will not be liable in any way whatsoever for loss, damage, delays, malfunction and/or interruption of Services caused by:

- (a) force majeure;
- (b) tampering or interference with the Services or equipment, by the Distributor or by a third party not authorized by the Company;
- (c) incorrect use of the Services by the Distributor or by a Customer;
- (d) malfunction of the terminals used by the Distributor; and
- (e) total or partial interruption of services provided by other operators.

13.2 By way of example, cases of force majeure include unforeseen and unforeseeable events that are dependent on natural elements or any third party, including but not limited to natural disasters, lightning, fires and explosions.

13.3 The Company shall likewise, not be liable for loss, damage, delays, malfunctions and / or interruption of Services that are the result of Distributor's breaches of any law or regulations, including laws and regulations on safety, prevention of fires and regulations for the prevention of industrial accidents.

13.4 The Company will not be liable to the Distributor, the persons directly or indirectly connected to the Distributor and/or any third parties for damages, losses or costs incurred as a result of suspension or discontinuance of the Services unless such damages, losses or costs are directly attributable to wilful misconduct or gross negligence attributable to the Company.

13.5 The Distributor shall, upon becoming aware, promptly inform the Company of any dispute, claim or proceedings brought by third parties in connection with the services covered by this Agreement. The Distributor shall be liable for any direct or indirect damages that the Company may suffer as a result of failure by the Distributor to inform it in a timely manner.

14 Misuse of the Services

14.1 The Distributor will not use, and will take every precaution to ensure that third parties do not use, the Services to make communications that may cause damage or disruption to telecommunications operators, to other Customers in general, or actions that violate any laws and regulations.

14.2 The Distributor shall be responsible and shall be liable for any damages that arise as a result of any unauthorised use of the Services by third parties.

14.3 The Distributor agrees to assume any responsibility for any consequences and/or damage caused through the use of the services. The Distributor also assumes all obligations in respect of the custody and security of their own User ID and Password.



14.4 The Distributor undertakes to abide by the so-called internet business etiquette that is, the rules of conduct of the Internet which have been already published or which are still to be published. Such rules and regulations shall form part of this Agreement.

15 Documentation and identification of the Distributor

15.1 The Distributor acknowledges and accepts the existence of an electronic register ("Log"), which is compiled by the Company and is of the sole custody of the Company. The Distributor also agrees that the Company identifies the Distributor at the time of connecting to the network by logging in the website www.emoneyplc.com using his Password and UserID assigned to him.

15.2 The contents of the Log shall be treated by the Company with absolute confidentiality and shall only be presented to the competent authorities and only upon their request.

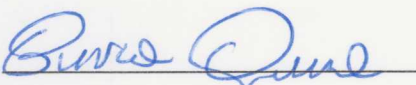
16 The applicable law

16.1 This Agreement is governed by Maltese law.

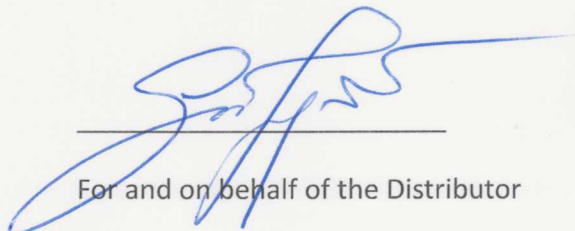
16.2 For any dispute that may arise concerning the execution, interpretation or termination of this Agreement it is agreed that the Parties shall have recourse to the Courts of Malta.

17 Assignment of Agreement

17.1 The Distributor is being made aware that the Agreement may be assigned to third parties by the Company without the consent of such Distributor, provided that written notice shall be submitted at least thirty (30) days before the sale/assignment.



For and on behalf of the Company



For and on behalf of the Distributor

