

International Professional Consulting Services Agreement

This International Professional Consulting Services Agreement (hereinafter referred to as the “Agreement”) is entered into between LTD Consulting SRLS, with registered office at Viale Antonio Ciamarra 259, 00173, Rome, Italy, email info@ltdconsulting.io, operating through the website <https://ltdconsulting.io/> (hereinafter referred to as the “Supplier”), and any natural person worldwide purchasing consulting or professional services from the Supplier (hereinafter referred to as the “Client”).

Article 1 – Purpose and Scope

This Agreement governs the provision of professional consulting and advisory services rendered by the Supplier to Clients located in Italy and abroad. The services may include, but are not limited to, business, strategic, management, digital, and operational consulting, provided remotely or in person as described in the Supplier’s offer.

Article 2 – Nature of Services

All services are intellectual and digital in nature. No physical goods or products are sold or shipped. Service deliverables may include reports, analyses, recommendations, or other intangible outputs, provided through digital means.

Article 3 – Formation of the Contract

The Contract is concluded electronically when both parties express written consent, whether through digital correspondence, email confirmation, or electronic signature. The Client’s acceptance of a service proposal constitutes full agreement to these terms.

Article 4 – Payment Terms

Payments shall be made in Euro (€) through the Payment Service Provider (PSP) integrated on the Website or via international bank transfer, as indicated by the Supplier. Payments are considered completed once the full amount is received and cleared in the Supplier’s account.

Article 5 – Service Execution and Completion

The Supplier undertakes to provide the consulting services with professional diligence, according to the schedule and scope agreed with the Client. All services shall be delivered electronically through email, digital communication platforms, or remote sessions. Completion occurs when the Supplier has fulfilled the agreed advisory or deliverable obligations.

Article 6 – Client Obligations

The Client agrees to cooperate fully, provide all necessary information, and ensure the timely transmission of documents and data required for the execution of the consulting service. Any delay or omission by the Client releases the Supplier from related liabilities.

Article 7 – Modifications and Scope Adjustments

Any modifications to the scope or timing of the services must be mutually agreed in writing. Additional work beyond the original scope will be subject to a separate written agreement and pricing adjustment.

Article 8 – Right of Withdrawal (Consumers)

Pursuant to Article 59 of the Italian Consumer Code, the Client acknowledges that the right of withdrawal does not apply once the consulting service has been fully performed with the Client's explicit consent and acceptance of this waiver. If applicable, withdrawal may be exercised within 14 days from the date of contract conclusion.

Article 9 – Intellectual Property

All materials, analyses, documents, and deliverables provided by the Supplier remain the exclusive property of LTD Consulting SRLS, unless otherwise agreed in writing. The Client is granted a limited, non-transferable license to use the deliverables solely for personal and non-commercial purposes.

Article 10 – Confidentiality

Both parties agree to maintain strict confidentiality regarding all information, documents, and data exchanged during the performance of the consulting services. Confidential information shall not be disclosed to third parties without prior written consent.

Article 11 – Limitation of Liability

The Supplier shall perform its duties with professional diligence but shall not be liable for indirect, incidental, or consequential damages. Total liability shall not exceed the total fee paid by the Client under this Agreement.

Article 12 – Force Majeure

Neither party shall be held liable for any failure or delay in performance caused by circumstances beyond reasonable control, including but not limited to natural disasters, pandemics, cyberattacks, or regulatory changes.

Article 13 – Termination

The Supplier may terminate this Agreement immediately in case of non-payment, breach of obligations, or conduct prejudicial to the Supplier's reputation. Termination shall not affect the Supplier's right to claim damages or payment for completed services.

Article 14 – Global Applicability

This Agreement applies to all Clients worldwide. The place of contracting and performance is considered to be Italy, regardless of the Client's country of residence.

Article 15 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Italian law. Any disputes arising hereunder shall fall under the exclusive jurisdiction of the courts of the Client's residence or domicile, and, for non-EU Clients, the courts of Rome, Italy.

Article 16 – Language and Interpretation

This Agreement is drafted in English, which shall be the governing and binding language in all circumstances. In case of translation into other languages, the English version shall prevail.

Article 17 – Entire Agreement

This document constitutes the entire agreement between the parties with respect to the consulting services provided. Any prior understandings, communications, or representations are superseded.

Article 18 – Electronic Execution

This Agreement is executed electronically. The Client's written confirmation, digital correspondence, or electronic signature constitutes valid and binding acceptance under Italian law.

Issued by LTD Consulting SRLS, Viale Antonio Ciamarra 259, 00173, Rome, Italy.