

This Agreement is made on this day 24th January 2019

Between

Clentec Ltd with company registration number **C 48089** situated at Clentec Building, 49/50, Racecourse Street, Marsa MRS 1639, hereinafter referred to as the **Operator** and,

Istituto Italiano di Cultura in Malta, situated at St. George's Square, Valletta, Malta hereinafter referred to as the **Client**;

Whereas the Operator is in the business of providing cleaning services to a wide-ranging portfolio of local clients;

Whereas the Client wishes to engage the Operator for the provision of cleaning services at the Client's premises or property as designated in clause five of this agreement;

Whereas the Client warrants that it has legal personality and that its office in Malta enjoys legal competence to enter into contracts such as the present agreement;

Whereby therefore in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereto covenant and agree as follows:

1. CONSIDERATION

In consideration for the cleaning services provided by the Operator to the Client throughout the period of validity of this agreement, the Client shall pay the Operator at the rate of **Euro 8.80** per hour per janitor (Including VAT) and including cleaning materials & use of cleaning equipment excluding garbage bags. This rate shall be subject to an upward revision in the event that there is a change in the hourly basic rate due to an increase in the cost of living adjustment (C.O.L.A.) according to the Retail Price Index Statistics (Art.3 Subsidiary Legislation 452.65 Wage Increase National Standard Order) or in other statutory conditions such as vacation leave, bonus & weekly allowances, public holidays allowance, national insurance legislation, value added tax legislation or other fiscal legislation.

2. TERMS OF PAYMENT

Payment by the Client for the cleaning services carried out under this agreement shall be effected within thirty (30) days from invoice date. Third party cheques are strictly not acceptable. Failure to settle invoices within the aforementioned time period entitles the Operator to charge interest/s at the highest prevailing commercial rate or rates on the outstanding balance/s, as well as to unilaterally terminate this agreement without giving notice if the Client remains in default after the lapse of seven (7) days from written intimation to effect payment, and this without prejudice to any other rights competent to it under law.

3. SERVICE AVAILABILITY

The cleaning services provided by the Operator under this agreement shall normally be provided to the Client subject to the Operator's work schedule and availability as described in the attached quote no. 1815/19, which schedule and availability shall at all times be agreed between the Operator and the Client. The Client may request additional services provided that these are notified to the Operator at least one week in advance.

4. DESIGNATED JOBS

The designated jobs will be as per Client's reasonable request and shall in all cases be carried out at the Client's premises situated at St Georges Square, Valletta , or at such other property that the parties may agree upon beforehand.

5. SERVICE PERSONNEL

The assignment of cleaning personnel to carry out the cleaning services under this agreement shall lie within the sole discretion of the Operator. However, assigned personnel shall not be withdrawn or changed unless on grounds of unsatisfactory performance or breach of discipline, whether requested by the Client or otherwise. Likewise, the assignment of cleaning personnel to replace temporary absentees, withdrawn employees, or employees who have had their employment contract with the Operator terminated, shall lie within the sole discretion of the Operator;

The Operator shall ensure that all personnel assigned to carry out services under this agreement are suitably trained and experienced in this line of work;

The Operator shall also ensure that all personnel assigned to carry out services under this agreement are appropriately uniformed at all times during the carrying out of the services under this agreement, which uniforms are to be provided by the Operator at its own expense;

The Operator undertakes to insure its employees assigned to carry out the services under this agreement, against any personal accident howsoever occurring;

The Operator shall ensure that services under this agreement are carried out to the reasonable satisfaction of the Client, and to this end, the latter shall have the right to carry out regular monitoring and supervision of the Operator's personnel, provided such does not hinder in any way the work being carried out;

6. OTHER CONDITIONS

The Client shall not, during the validity of this agreement or for a period of one year following termination of this agreement, directly or indirectly, employ or engage the services of any employee of the Operator. Likewise, the Operator shall not, during the validity of this agreement or for a period of one year following termination of this agreement, directly or indirectly, employ or engage the services of any employee of the Client.

7. DURATION

This agreement shall be made valid and binding upon the parties from 1st February 2019 to 31st December 2019. Two weeks before the date of expiry the Client will communicate to the Operator either for the renovation or withdraw of the contract.

8. TERMINATION

The Operator and the Client reserve the right to terminate this agreement during its original period, by giving two weeks' notice in writing to the other party.

9. INDEMNITY

Irrespective of any insurance cover, the Operator shall indemnify and hold the Client harmless from and against any and all claims arising from any negligent or wilful conduct on the part of the Operator's employees and from and against all costs, legal fees, expenses and liabilities incurred in the defence of any such claim or claims or any action or proceeding brought thereon. Likewise, the Client shall indemnify and hold the Operator harmless from and against any and all claims arising from any negligent or wilful conduct on the part of the Client's employees and from and against all costs, legal fees, expenses and liabilities incurred in the defence of any such claim or claims or any action or proceeding brought thereon

10. AMENDMENTS

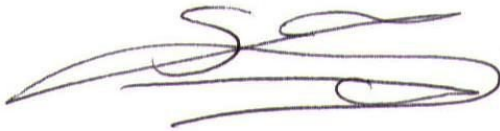
This agreement and any appendixes attached hereto shall only be amended if agreed to in writing by both parties

11. CONTACT INFORMATION

The Operator appoints **Mr Charles Mifsud** (Mobile number: +356 99462276), as its official contact person to liaise with the Client for all the rights and obligations arising out of this agreement and the Operator shall immediately inform Client in the event that it intends to change the contact person indicated herein.

The Client appoints **Ms Giuseppina Cardia** (Mobile number: +356 21221462) as its official contact person to liaise with the Operator for all the rights and obligations arising out of this agreement and the Client shall immediately inform the Operator in the event that it intends to change the contact person indicated herein.

This agreement has been signed in duplicate.

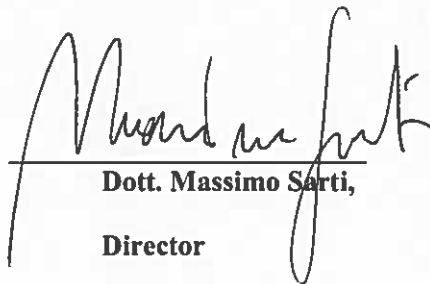


Simon Turner

Director

Clentec Ltd

DATE 31/01/2019



Dott. Massimo Sarti,

Director

Istituto Italiano di Cultura

DATE 29/01/2019