M | F – MARCO FIORENTINO ◆ *Notary in Naples*
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ENGAGEMENT
art. 9, co. 4, D.L. 1/2012
Ed. September 2026 · 5 pages

CONTRACT WITH THE NOTARY

Professional engagement and fee estimate

What we ask you to do, what it costs and which choices are yours. Read it calmly at home: tick the boxes first, sign at the office.

1 Read and tick the boxes
2 Questions? Call us first
3 Sign at the office

1 WHO IS INSTRUCTING THE NOTARY

up to two people; for others, a second form

1. Surname and first name ____ Tax code (codice fiscale) ____
   Telephone ____ Email (for drafts, copies and invoice) ____
2. Surname and first name ____ Tax code (codice fiscale) ____
   Telephone ____ Email ____

2 FOR WHICH DEED

nature, purpose and subject of the engagement

☐ Sale and purchase ☐ Mortgage loan ☐ Preliminary contract ☐ Gift ☐ Partition ☐ Succession ☐ Will
☐ Company deed ☐ Power of attorney ☐ Other ____

Subject (property, company, shares...) ____

Other parties ____ Value ☐ as per deed ☐ € ____

3 THE FEE ESTIMATE

all itemised: taxes go to the State, the fee to the office

Notary's fee and charges (flat rate)	
VAT on the fee, stamp duties, register fees, searches and other costs	
Registration tax (or VAT, where due)	
Mortgage and cadastral taxes	
Other (substitute tax, Archive fee, National Notarial Fund)	
ESTIMATED GRAND TOTAL	

Tax value / taxable base ____ Tax reliefs applied ____

Estimate drawn up under art. 9, co. 4, D.L. 1/2012 (conv. L. 27/2012), including all items foreseeable today, up to completion of the engagement, for a file of average complexity. It may change for elements not yet known (actual cost of searches and certificates, special formalities, visits to public offices, changes in the declared value): if so, we tell you before the deed. The fee remains due, for the work done, even if the deed is not completed or the engagement is withdrawn.

4 WHAT THE OFFICE DOES FOR YOU

the engagement includes

- ✓ Preliminary advice and choice of the most suitable solution, including tax aspects.
- ✓ Anti-money-laundering formalities and identification of the parties.
- ✓ Registration, recording in the land registry, cadastral transfers and mandatory filings; payment of taxes on your behalf.
- ✓ Checking documents, land registry and cadastral searches, verifying title deeds (unless waived at point 6).
- ✓ Drafting the deed, reading and explaining it at the office, amendments up to signing.
- ✓ Copy of the deed (PDF) in the client area of the website or by email; certified copies on request.

4B GENERAL TERMS OF THE ENGAGEMENT

the rules governing the relationship between you and the Office: read them, they apply to every file

Complexity of the file (agreed with the notary, affects the fee estimate) ☐ Simple ☐ Average ☐ Complex because

a) What you must do. Deliver to the Office, as soon as possible and in any case within **10 days** of the request, the documents listed in the memo and those asked for by the secretariat; answer the questions in the anti-money-laundering form; give **true and complete** statements (the notary is a public official: making a false statement is a criminal offence) and report at once any change (agreements between the parties, terms of the mortgage loan, change of residence or marital status). Files prepared on the basis of documents supplied by the parties assume that those documents are genuine and up to date.

b) Draft deed and amendments. The draft is sent by email or uploaded to the client area, as a rule at least **5 working days** before the date fixed, provided the documents are complete. Requests for amendments must be sent **in writing** (email) at least **3 working days** before the deed; late amendments may postpone signing. The reading and explanation of the deed at the Office are always owed.

c) Timing and date of the deed. The date is fixed by the secretariat in agreement with all the parties and the bank; the Office does its best to keep to it, but is not liable for delays caused by public offices, banks, surveyors or the late delivery of documents. The deed is executed only once all checks have been completed.

d) If the deed is not completed. If the engagement is withdrawn or the deed is not executed for reasons not attributable to the notary, a fee remains due for the work done: up to **50%** of the estimated fee if the preparatory work has been carried out (searches, checks, advice) and up to **80%** if the draft deed has also been prepared, plus the out-of-pocket costs incurred (searches, certificates, stamp duties). Any advance paid is set off against these sums. If the notary withdraws for legal or professional-conduct reasons, nothing is due beyond the out-of-pocket costs.

e) Taxes and changes. The taxes shown in the estimate are calculated on the rules in force and on the information supplied by the parties. A change in the taxes due to later events (new rules, a different declared value, reliefs not available) **is not a decisive reason** for the contract and gives no right to withdraw or to a reduction of the fee. The sums for taxes and costs must be paid to the Office **before signing**, by banker's draft or cleared bank transfer; the notary pays them on your behalf and accounts for them in the invoice.

f) Tax penalties. The notary is liable for the tax on registration of the deed, but penalties for inaccurate or incomplete statements by the parties (value, reliefs, requirements) remain the responsibility of whoever made them (D.Lgs. 472/1997, artt. 2 and 5, and D.Lgs. 473/1997). If the Office has to advance sums for this reason, the parties reimburse them within 5 days of the request.

g) Duration, withdrawal and renunciation. The engagement lasts until the formalities following the deed are completed (registration, recording, cadastral transfers, delivery of copies). You may withdraw it at any time in writing, with the effects set out in point d). The notary may renounce it, also in writing, where the law or professional-conduct rules so require (for example doubts about the lawfulness of the deed, the identity of the parties or the funds, or a conflict of interest) or if the documents requested are not received within 60 days.

h) Confidentiality and communications. The notary and his staff are bound by professional secrecy (art. 622 c.p.). Communications are sent to the email addresses and numbers given at point 1, also via WhatsApp for organisational matters only: anyone who changes their contact details must let us know. Communications sent to those addresses are deemed received. The client area of the website is protected by personal login details that must not be passed on to others.

i) Engagement via the website. The engagement may also be given by completing the "Accept the quote" form on notaiofiorentinomarco.com, stating the number and date of the quote: sending it has the same effect as signing this form, which will in any case be signed at the Office before the deed. The quote is valid for **30 days** (60 for successions and company deeds) from the date of issue.

l) Complaints and governing law. For any clarification write to marco.fiorentino@notariato.it: we reply within 5 working days. The notary is subject to the supervision of the Notarial Council of the Joint Districts of Naples, Torre Annunziata and Nola, to which you may also apply. Italian law applies; the courts of Naples have jurisdiction over any dispute, without prejudice to consumer rights.

What is not included (unless agreed in writing with a separate quote): the technical report on planning and cadastral compliance; tax advice on the parties' income-tax returns; dealings with banks, agencies, the building's management (condominio) and the Municipality (access to records, building amnesties, habitability certificates); mediation between the parties on price and commercial terms; sworn translations and apostilles; certified copies beyond the first and formalities requested after the file is closed.

Under artt. 1341 and 1342 c.c. I specifically approve clauses d) fee if the deed is not executed, e) changes in taxes, f) tax penalties, g) withdrawal and renunciation, l) jurisdiction.

Signature 1 (specific approval) Signature 2 (specific approval)

5 INFORMATION GIVEN BY THE NOTARY

tick each item of information you have received and understood

☐ Received	**Privacy.** I have received the privacy notice on the processing of personal data (artt. 13-14 Reg. EU 2016/679 and D.Lgs. 196/2003) of the Notarial Office of Marco Fiorentino: the data are used only for the deed and the formalities required by law, are sent to the public registers and offices provided for by law and are kept for the period imposed by the notarial law.
☐ Received	**Insurance.** The notary is insured for professional civil liability, including custody of documents and funds received from the client (art. 9, co. 4, D.L. 1/2012 and art. 5 D.P.R. 137/2012): AIG Europe Limited, individual policy n. IFL0008350 and collective policy of the National Council of Notaries n. IFL0008164.151675, cover up to € 3.000.000.
☐ Received	**Price held on deposit.** In sales I may ask that the price (or part of it) be held on deposit by the notary, in a dedicated account, until the deed is recorded in the land registry and the absence of adverse entries is verified (art. 1, co. 63, lett. c, L. 147/2013). The choice is made at point 6.
☐ Received	**Planning compliance.** Planning law is decisive in a sale and an irregularity can make the deed void or the property unsaleable. The details of the planning permits stated in the deed are supplied by the seller, who is liable for them; checking the actual state of the premises and their compliance is a technical survey outside the notary's duties, which the notary has not been instructed to carry out. The notary recommends having a trusted surveyor draw up a planning-compliance report before the deed.
☐ Received	**Title deriving from a gift, revocation and abatement.** If the property comes from a gift, the donor's forced heirs may bring an abatement claim and, within twenty years of recording, a claim for restitution even against a purchaser; this makes it harder to resell the property and to obtain a mortgage loan on it. The possible safeguards (waiver of opposition, insurance policy, waiting for the time limits to run) have been explained.
☐ Received	**Mortgage securing a loan.** Granting a mortgage means that, if the debt is not paid, the bank can have the property sold; the mortgage follows the property even if it is sold and is cancelled only with the creditor's consent or by court order.
☐ Received	**Civil and tax effects.** The notary has explained the risks of the deed and the civil and tax effects of the clauses to be included, including the conditions of the tax reliefs requested; I accept them and may ask for changes up to signing.
☐ Received	**Anti-money laundering.** The notary is an obliged entity (D.Lgs. 231/2007): before the deed he identifies the parties and the beneficial owner (titolare effettivo) and collects information on the purpose of the transaction and the origin of funds with the AML form; without this information the deed cannot be executed.
☐ Received	**Pre-signing memo.** I have received the memo listing the documents to bring, the permitted means of payment and the rules for the day of the deed (also available at notaiofiorentinomarco.com).

5B PRIVACY NOTICE

art. 13 Regulation EU 2016/679 (GDPR) · Notarial Office of Marco Fiorentino

Who the notary is. The notary is a public official with a role of guarantee and impartiality: he gives public faith to deeds between private parties and to the information they contain, ensures a check of legality and provides qualified legal assistance so that deeds achieve the result intended by the parties.

Collection of data. To carry out his function the notary uses personal and financial data concerning you and the other parties involved, processed electronically and manually. They may be provided by you or by another party, or collected from third parties, mostly public archives: depending on the engagement the notary consults (or has consulted) the Cadastre, Land Registers, Register of Companies (Registro delle Imprese), Civil Status and Population Registers and other public registers, including foreign ones if a foreign party is involved. The information, collected to the extent strictly necessary for the notarial function, the engagement and the related accounting, tax, insurance and anti-money-laundering formalities, is kept for the period set by the relevant rules (notarial law for original deeds, civil code for public registration, tax law for invoicing and accounts, anti-money-laundering law for due diligence: ten years). Without this information the notary cannot carry out the engagement.

Documents for services not performed. Copies of documents handed to the office for a possible service are kept for one year from delivery; if the parties do not proceed within that time, they are destroyed.

Disclosure of data. The notary must disclose certain data to public bodies, only in the cases and ways provided for by law, mostly by updating the same registers the data come from, electronically through the reserved network of the Notariat and its digital-signature system: to the Italian Revenue Agency (Agenzia delle Entrate) for registration; to the Land Office (land registers and cadastre) for recording and cadastral transfer; to the Civil Status Office for the relevant annotations; to the Register of Companies for companies, articles and share transfers. These are mostly public registers open to anyone. Data are also processed in structured form for anti-money-laundering and anti-terrorism formalities (D.Lgs. 231/2007 and 109/2007) and processing by the competent public bodies. The notary does not transfer data to third countries.

Other persons linked to the parties. Solely to carry out the engagement, data may be disclosed to banks, estate agents, legal, tax or technical advisers linked to you or to the other parties: with your consent, given below.

Special categories of data. To perform the engagement you may provide data under artt. 9 and 10 GDPR (racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic or biometric data, health, sex life or sexual orientation, criminal convictions and offences where required by law). They are processed only with your free and explicit consent, given in writing below, or in the cases under art. 9, par. 2, lett. f) and g) GDPR; without this information the notary cannot carry out the engagement.

Automated decisions. The notary does not use automated decision-making or profiling (art. 22 GDPR).

Your rights. You may at any time access the data concerning you, ask for rectification, erasure, restriction, portability, object on legitimate grounds to a specific processing, withdraw consent without affecting the lawfulness of prior processing and lodge a complaint with the Italian Data Protection Authority (Garante).

Right to erasure (to be forgotten). A notarial deed, like any public document destined for public archives, must be kept unaltered: data recorded in deeds and registers kept under the Notarial Law (L. 89/1913) cannot be erased, as they are acquired under a legal obligation, in the exercise of public powers, for archiving in the public interest or for the defence of a right in court. Later changes (e.g. a change of residence, repayment of a mortgage loan) do not alter the deed but are documented in their own ways; correcting errors requires a further notarial deed.

Data controller is the notary Marco Fiorentino, with office at Viale Antonio Gramsci 19, 80122 Napoli, to whom any request may be addressed, also at marco.fiorentino@notariato.it (PEC marco.fiorentino@postacertificata.notariato.it).

5C ACKNOWLEDGEMENT AND CONSENTS

acknowledgement and acceptance of the notice above

☐ **I declare that I have read and received the privacy notice** of the Notarial Office of Marco Fiorentino.

☐ I give ☐ I do not give	consent to the processing of **special categories of personal data** (artt. 9-10 Reg. EU 2016/679: health, beliefs, memberships) that I may provide for the performance of the engagement, to the extent needed for the deed.
☐ I give ☐ I do not give	consent to the **disclosure of data to other persons linked to the parties** (estate agent, bank, accountant, surveyor, building administrator) solely for the needs of the deed.

Place and date	Signature 1	Signature 2

6 WAIVERS OF PROFESSIONAL ACTIVITIES AND CHOICES

I release the notary ONLY from the activities marked with a tick

Searches, land-registry recordings and checks are included in the engagement and recommended: a waiver is your choice, possible only where the law allows it, and must be approved by separate signature. If you are unsure what to choose, leave it blank and we will discuss it.

☐ I ask for the deposit ☐ I do not ask for it	**Price held on deposit by the notary** (sales only, L. 147/2013). If you do not ask for it, you declare that you accept the risks and know of no reason making recording urgent.
☐ I claim them ☐ Not applicable	**First-home tax relief (agevolazioni "prima casa").** Informed of the requirements (residence within 18 months, no other home bought with the relief, non-luxury category), I choose to claim it or acknowledge that I do not qualify.
☐ I ask for substitute tax ☐ I do not ask for it	**Seller's capital gain** (sale within 5 years of purchase, or "superbonus" cases): I may ask the notary to apply the 26% substitute tax in the deed instead of declaring it in my tax return.
☐ I will get the report ☐ I waive it	**Planning-compliance report** by a trusted surveyor, recommended by the notary. If I waive it, I know that the notary has not been instructed to verify the planning and cadastral compliance of the actual state of the premises.
☐ Record it ☐ I waive it	**Implied acceptance of inheritance.** If the property comes from a succession not yet recorded, recording restores the continuity of the registers (recommended). If I release the notary from this, I accept the consequences.
☐ Carry them out ☐ I waive them	**Land-registry and cadastral searches and title investigation** (twenty years). They are included in the estimate and strongly recommended: a waiver is possible only for deeds where the law does not require them, and I accept the risks.
☐ I pay the deposit ☐ I waive it	**Seller's loss of first-home relief** (resale within 5 years without repurchase within a year): the tax due may be secured by a deposit with the notary; if I waive it, I remain liable to the tax authorities.
☐ Understood, I confirm	**Notary's doubts on tax reliefs requested.** If the notary has expressed doubts on entitlement to a relief and I insist on claiming it, I undertake to pay within 5 days any additional tax the Italian Revenue Agency (Agenzia delle Entrate) may demand and hold the notary harmless (abuse of law, art. 10-bis L. 212/2000).

Under artt. 1341 and 1342 c.c. I specifically approve the waivers and releases from liability marked in this section, which I have read and understood.

Signature 1 (specific approval) ____________________ Signature 2 (specific approval) ____________________

7 ENGAGEMENT AND SIGNATURE

I instruct the notary Marco Fiorentino to handle the deed indicated at point 2, on the terms and fee estimate at point 3, I accept the general terms at point 4b, I confirm that I have received the information at point 5 and the privacy notice at point 5b, and the choices at point 6, and I undertake to pay the agreed fee, the taxes and the costs advanced, even if the deed is not completed for reasons not attributable to the notary. The balance is payable before the deed is signed by banker's draft or bank transfer; the notary issues an electronic invoice.

☐ I have received and accept the fee estimate at point 3

☐ I authorise drafts, copy of the deed, courtesy invoice and documents to be sent by email to the addresses at point 1

Place and date	Signature 1	Signature 2	Accepted, the notary

8 NOTES AND SPECIAL AGREEMENTS

clauses requested, timing, who pays what

FOR OFFICE USE ONLY

File no. ____________ Deed date ____________ ☐ AML form received ☐ Documents received

☐ Advance received Initials ____________