



# LETTER OF ENGAGEMENT

with the Company  
**FUTURA VINI 1900 SpA**

**2026**

**Signed:** Mr. Paolo Bastianello - CEO

**Contact:** [paolo@ps24.london](mailto:paolo@ps24.london)

**From:**

I, the undersigned **Mr. Paolo Bastianello**, as CEO/Sole Director of **Bastianello Paolo Limited**, incorporated on 18.04.2018 under the law of England and Wales and registered at Companies House at no. 11317371, with registered office at Unit 3 Cedar Court, 1 Royal Oak Yard, London SE1 3GA (United Kingdom), Telephone: +44 790 275 6368 and email: [office@ps24.london](mailto:office@ps24.london) with economic activity: traders and broker in the food and beverage industry.

**To:**

I, the undersigned **Dott.ssa. Antonella Rossi**, as Sales Director of **Futura Vini 1900 SpA**, incorporated on 25.03.2001 under the law of Italy and registered at CCIAA Udine at no. UD-123456, with registered office at Via delle Vigne, 1, Loc. Colle dell'Acqua, 33098 Colugna del Collio (UD), Italy, Telephone: +39 0432 567 4321 and email: [export@vini1900.it](mailto:export@vini1900.it) economic activity: winery with wine production.

**LETTER OF ENGAGEMENT No. 000145/2026 on date 04.02.2026**

Dear Futura Vini 1900 SpA,

This Letter of Engagement ("Agreement") sets out the terms under which Bastianello Paolo Limited ("the Firm") will provide sales&marketing consulting services ("Services") to Futura Vini 1900 SpA ("the Client"). By signing this Agreement, the Client confirms acceptance of these terms.

**1. SCOPE OF SERVICE**

The Firm agrees to provide the following services to the Client:

In the current market environment, and in light of the growing use of data analytics and artificial intelligence tools, international buyers' purchasing decisions are increasingly influenced by digital information, online visibility and data-driven assessments conducted prior to any direct engagement with potential suppliers. As a result, export strategies are progressively relying on the structured collection, processing and analysis of large volumes of market data, which are expected, in the near term, to prevail over more traditional promotional channels such as trade fairs and physical events.

PS24 is engaged in the development and operation of a digital platform intended to support export related business activities within the food & beverage sector. Such activities are carried out in cooperation with Alibaba, the first global provider of B2B, with digital marketplace services utilising proprietary technological solutions, including own AI and it is the holder of the worldwide largest database B2B.

In this context, PS24 maintains a Gold/Verified Supplier status and operates a multi-product showcase within the Alibaba digital ecosystem, which may include selected Made in Italy and Made in Europe products. The showcase enables third-party clients, subject to applicable platform rules and eligibility criteria, to display products for the purpose of international market exposure.

The Client has expressed the intention to present its products within such showcase for the purpose of supporting export-oriented commercial initiatives. PS24 provides data-driven insights, market analytics and general support tools intended to assist in market exposure and the identification of potential international commercial counterparties.

Details of the services that PS24 may provide are set out in summary form in Schedule 01, which is incorporated into and forms part of this Letter of Engagement. A complete and exhaustive description of the relevant services is available on our website at: <https://ps24.london/export-solutions>.

## **2. NATURE OF SERVICE**

The Client acknowledges and agrees that:

- ✓ the Services include advisory and analytical activities, as well as agency and brokerage services, solely and exclusively within the Alibaba digital ecosystem and in connection with the PS24-managed showcase;
- ✓ within such limited scope, PS24 acts as the Client's commercial agent and broker for the purpose of promoting the Client's products, facilitating contacts with potential international buyers and supporting export-oriented commercial initiatives conducted through Alibaba's platform;
- ✓ PS24's role as agent and broker is strictly limited to activities performed through its Alibaba accounts, tools and digital infrastructure, and does not extend to any transactions, relationships or channels outside the Alibaba ecosystem, unless otherwise expressly agreed in writing;
- ✓ notwithstanding PS24's agency and brokerage role, no specific commercial outcome, sales volume or export result is guaranteed, and any final commercial decision, including pricing, contracting and order acceptance, remains under the Client's sole responsibility, unless expressly delegated to PS24 in writing.

## **3. RIGHT OF LIMITED EXCLUSIVITY WITH RESPECT TO PS24 SOURCED CLIENTS**

The Client acknowledges and agrees that PS24's appointment as commercial agent and broker is non-exclusive in general and strictly limited to those buyers and commercial counterparties that are:

- ✓ sourced, introduced or identified by PS24 through the PS24-managed showcase, data analytics, market intelligence or related activities within the Alibaba ecosystem;
- ✓ expressly acknowledged or confirmed in writing by the Client as having been introduced by PS24 (the "PS24-Sourced Clients").

With respect to PS24-Sourced Clients only, PS24 shall act as the exclusive agent and broker within the Alibaba ecosystem.

For the avoidance of doubt, the Client remains fully entitled to operate independently on the Alibaba platform, including managing its own listings, enquiries and negotiations, provided that such activities do not relate to PS24-Sourced Clients.

#### **4. COVENANT OF NON-CIRCUMVENTION (PS24-SOURCED CLIENTS)**

The Client acknowledges that this non-circumvention provision is intended to prevent the Client from bypassing PS24 in order to deal directly with any client, buyer, supplier or commercial partner introduced or made known by PS24 in the course of the Services.

Accordingly, the Client undertakes not to circumvent PS24 in a manner that would undermine PS24's commercial relationships, intellectual property or entitlement to commissions or fees arising from such introductions.

#### **5. CLIENT OBLIGATIONS**

The Client undertakes to:

- ✓ provide accurate, lawful and up-to-date information relating to its products and business;
- ✓ ensure that all products displayed comply with applicable laws, regulations and platform policies;
- ✓ indemnify PS24 against any claim arising from inaccurate, misleading or unlawful content supplied by the Client.

## 6. FEES

The fees applicable to the services provided under this Letter of Engagement are set out in full in Schedule 01, which forms an integral and binding part of this Letter of Engagement.

The standard commission is agreed at 12% of the value of completed sales generated through the services provided by the our client. For the purposes of this Letter of Engagement, a sale shall be deemed completed the exactly day on which the relevant goods are dispatched from the Client's warehouse; in this date the commission shall be deemed to have accrued in full, irrespective of whether payment has been received by the Client or not.

Subject to specific commercial conditions and prior written agreement between the Parties, such commission may be increased up to a maximum of 15% or reduced down to a minimum of 8%.

Fixed monthly fees and the the advertising ads fees shall be invoiced in advance on a semi-annual basis while commissions will be invoiced on the date of accrual. For all our invoices, payment shall be made by bank transfer at 30 (thirty) days end of month from the invoice date; ***however, the first onboarding/setup invoice shall be payable within 7 (seven) days from the invoice date.***

In the event that standard six-months Alibaba ADS-related charges are not duly paid, the relevant products may be suspended or made unavailable, notwithstanding the payment of the fixed monthly fees.

All data and reports relating to advertising investments carried out on Alibaba ADS shall be fully available and accessible to the Client upon request.

## 7. LIMITATION OF LIABILITY (UCTA-COMPLIANT, SUMMARY FORM)

It is expressly understood and agreed that nothing in this Letter of Engagement shall be construed so as to exclude or limit liability for wilful misconduct or fraud, nor liability for death or personal injury arising from negligence. Any other limitation or exclusion of liability shall apply solely to the extent permitted by applicable law and only insofar as it is reasonable within the meaning of the Unfair Contract Terms Act 1977.

## 8. CONFIDENTIALITY

Each Party shall keep confidential all non-public information received in connection with this engagement, unless disclosure is required by law or permitted in writing by the other Party.

## 9. TERMINATION

Either Party may terminate this Letter of Engagement at any time and for any reason, by giving not less than seven (7) days' prior written notice to the other Party; notice of termination may validly be given by email to the contact details notified by the Parties.

Notwithstanding such termination, where the Client has prepaid the Services for a six-month period, PS24 shall continue to provide the Services professionally and in good faith until the end of the relevant prepaid period, unless otherwise agreed in writing between the Parties.

Termination shall not affect any rights or obligations accrued prior to the effective date of termination, including any entitlement to fees or commissions arising in accordance with this Letter.

## 10. DATA PROTECTION

PS24 applies technical and organisational data security measures that go beyond the minimum standards required under applicable law, proportionate to the nature and sensitivity of the data processed in connection with the Services.

An overview of PS24's data security framework and safeguards is available on PS24's website at the page: <https://ps24.london/deep-dive#data-security> and reflects PS24's internal policies and practices, as updated from time to time

## 11. PRIVACY AND UK GDPR COMPLIANCE

PS24 confirms that it processes personal data in compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

PS24 holds an active Data Protection Registration Certificate with the UK's independent Body: Information Commissioner's Office (ICO), certificate no. ZB200181 registered on 14 September 2021 and valid until 13 September 2026 with annual automatic renewal.

An overview of PS24's privacy is available on PS24's website at the page: <https://ps24.london/deep-dive#privacy>.

## 12. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

This Letter, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.

Any dispute shall be submitted in the first instance to a recognised and authorised dispute resolution body for a preliminary determination.

Where applicable under UK practice, and if a Party remains unsatisfied, the matter may be escalated to the relevant ombudsman scheme, or the Parties may seek procedural guidance from [Citizens Advice](#), prior to any further formal challenge.

Subject to the completion of the above process, the courts of England and Wales shall have exclusive jurisdiction solely to hear any appeal, challenge or opposition to a determination issued in the preliminary phase.

### **13. ACCEPTANCE, TERM AND ELECTRONIC SIGNATURE**

This Letter constitutes the entire agreement between the Parties with respect to its subject matter, becomes effective upon acceptance by the Client, and shall remain in full force and effect for an indefinite term, unless and until terminated in accordance with Article 9 (Termination).

This Letter of Engagement is executed solely in electronic form and signed exclusively by means of a digital signature compliant with the EU Regulation no. 910/2014 (eIDAS), with the issue of an Audit Certificate certifying the underwriting process.

Such electronic execution shall be deemed equivalent to execution in wet ink for all legal purposes.

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#### **Entire Agreement and Execution**

This Letter of Engagement consists of seven (7) pages, together with Appendix 01 consisting of twelve (12) pages, which forms an integral part of this Letter of Engagement.

This Letter of Engagement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior discussions, negotiations or understandings.

Each Party confirms that it has read, understood and agreed to all the terms of this Letter of Engagement, including all appendices hereto.

This Letter of Engagement is executed in accordance with Article 13 (Acceptance, Term and Electronic Signature)

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Name of Signatory

\_\_\_\_\_

Title of Signatory

\_\_\_\_\_

For all legal notices and communications related to this Letter of Engagement, the Parties designate the following email address as legally valid:

\_\_\_\_\_

FACSIMILE

# MASTER PLAN

## EXPORT & SALES

### GROWTH PATH

### PRICE LIST

### SOLUTIONS OFFERED

### DATA-DRIVEN EXPORT SOLUTIONS

### HOW WE WORK

### WHERE PS24 DON'T INTERVENE

This document provides a concise overview of export and sales strategies in global markets, with the aim of aligning activities and growth opportunities in the short to medium term. The focus is on sustainable, measurable, and results-oriented planning at the lowest market prices.

# NO MIRACLES JUST HARD WORK

By leveraging our algorithms and Alibaba AI, we process large volumes of data and transform them into real opportunities, working on the following basis:

## KEY DATA

**50m**

Active buyers on the Alibaba platform

**200+**

These are the countries we currently operate in

**19**

Supported languages to interact with buyers

# A SERIOUS GROWTH PATH

We don't believe in miracles - we believe in data. Through meticulous analysis, we uncover actionable opportunities and empower our clients to seize them.

## **ONBOARDING & SETUP** (First 2 months)

We seamlessly integrate the client's products into our showcase, handling design, sales terms, and all legal requirements (contracts and KYC), ready for a fully compliant market launch.

## **STARTUP** (Launch & Validation) (First year)

Validate product development and market fit internationally by launching digital solutions that generate real feedback, actively involving potential importers. The goal is to prove a concrete and profitable global or niche demand that can drive the first orders.

## **DEVELOPMENT** (Early Growth) (Second year)

In this second phase, we help companies rapidly scale exports, customers, and revenue through data-driven marketing and sales strategies powered by Alibaba tools. The challenge is to efficiently manage large volumes of targeted information to strengthen existing markets and successfully open new ones.

## **MATURITY** (Growth & Consolidation) (Third year onwards)

We support companies in strengthening existing markets and expanding into new countries through data-driven growth strategies, enabling targeted, low-risk investments. The challenge is to act as a strategic partner that, through data delivery, enables diversification and sustainable growth in global markets.

# PRICE LIST

The contract can be ended at any time, with no penalties or hidden clauses and the services will continue to be delivered with the same quality and commitment until the end of the prepaid six-month.

## KEY INDICATORS



## MORE ACCURATELY

### FIXED MONTHLY FEE FOR ANY PRODUCT PROMOTED

A fixed monthly fee for maintaining and developing the Alibaba platform presence.

### ADVERTISEMENT (ADS) - THE KEY TO SUCCESS

The advertising ads fees is fully allocated to Alibaba. No profit is generated for us.

### COMMISSION ON SUCCESSFULLY PROCURED SALES

After dedication and hard work, we can finally share in our clients' success through a fair and transparent commission.

# SINGLE PRICING PLAN

WITH US, JUST ONE ORDER IS ENOUGH TO COVER THE COST AND GENERATE A PROFIT

## FIXED MONTHLY

One product/month: **€ 10.00**/month/product

<b>ONBOARDING</b> -70% less:	<b>€ 3.00</b> /month/product
<b>STARTUP</b> -70% less:	<b>€ 3.00</b> /month/product
<b>DEVELOPMENT</b> -35% less:	<b>€ 6.50</b> /month/product
<b>MATURITY</b> Full price:	<b>€ 10.00</b> /month/product

## ADVERTISEMENTS (ADS)

ADS fees/six-months: **€ 2500.00**/six-months

<b>ONBOARDING</b> No fees:	<b>€ 0.00</b> /six-months
<b>STARTUP</b> -70% less:	<b>€ 750.00</b> /six-months
<b>DEVELOPMENT</b> -35% less:	<b>€ 1625.00</b> /six-months
<b>MATURITY</b> Full price:	<b>€ 2500.00</b> /six-months

## COMMISSION ON SALES

Our Commission Standard: **8%/min÷15%/max**

<b>ONBOARDING</b> No fees:	<b>0%/min÷0%/max</b>
<b>STARTUP</b> Full Commission:	<b>8%/min÷15%/max</b>
<b>DEVELOPMENT</b> Full Commission:	<b>8%/min÷15%/max</b>
<b>MATURITY</b> Full Commission:	<b>8%/min÷15%/max</b>

# BUNDLED SOLUTIONS

WE PROVIDE BUNDLED SOLUTIONS THROUGH A SINGLE PRICING PLAN

All these solutions are provided through a subscription to our Single Pricing Plan.



**NO CONFLICT**  
If You Have an Alibaba Account Already



**IMMEDIATE**  
Premium Status for Our Clients



**A DEDICATED SHOWCASE**  
On Alibaba.com



**NO BUY & RESELL**  
Only Success-Based Fees



**BUILDING TRUST FOR MUTUAL**  
**GROWTH**  
Contractual Simplicity - Agency Agreement



**OFF-PLATFORM**  
Full Respect for Client Autonomy



**IN-PLATFORM**  
Complete Marketing Management



**"INDIRECT ADVERTISING"**  
High-Performance Relationship



**ADVANCE ANALYTICS**  
Via "Alibaba.com Data Analytics"



**PS24's SMART TRADE NETWORK**  
Direct Connections for Faster, Safer  
Deals



**ACCESS**  
To Alibaba's Complementary Services



**DATA SECURITY**  
Advanced Data Protection Protocols



**PRIVACY**  
Data Protection Registration Certificate



# DATA-DRIVEN EXPORT SOLUTIONS

AI-powered and data-driven, PS24—with Alibaba’s global reach—spots real-time demand worldwide and converts it into profitable export opportunities. Your next big deal starts here.

## KEY INDICATORS



## MORE ACCURATELY

### MISSION

Driving food & beverage excellence toward sustainable global growth, while cutting risk and speeding up market entry worldwide.

### VISION

Our vision is to become Europe’s leading data-driven platform for the international expansion of food & beverage companies.

### APPROACH

Beyond consulting: structured, results-focused export journeys that create lasting partnerships and bring Made in Italy and Made in Europe to the global stage.

# HOW WE WORK

## MARKETING INTEGRATO IN PIATTAFORMA ALIBABA PER:

**MAXIMIZE VISIBILITY**  
**MINIMIZE COSTS**  
**DRIVE RESULTS**

We fully and continuously manage all marketing and sales activities directly on Alibaba, leveraging native tools, centralized contacts, and advanced digital optimization. The result? Performance that far exceeds what a single company could achieve on its own.

## **COMPLETE MARKETING WITH GUARANTEED RESULTS**

### CUT YOUR ADVERTISING SPEND BY UP TO 75%

- Bulk-Negotiated Rates with Alibaba: Same Results, 75% Lower Costs.
- Example: €20,000/year → Just €5,000/year for premium sponsorships.

### OPTIMIZED FOR SPEED & CONVERSIONS: +40% PERFORMANCE BY LEADING ALIBABA'S SEARCH RANKINGS

- Faster Leads with algorithmic priority placement in Alibaba's search.
- Indirect Advertising (Pre-Qualified Leads at zero acquisition cost).
- Gold/Verified Supplier Status - Instant Credibility.

### PREMIUM VISIBILITY IN JUST 6 MONTHS

- **PERMANENT PRESENCE ON ALIBABA'S HOMEPAGE:**
  - Premium Sponsored Ads (Position #1) **at 90% lower costs.**
  - Strategic Keyword Advertising to capture high-intent buyers.
  - AI-Powered Query Optimization for maximum visibility.
- **Maximizing Your Star Rating:** Why 5-Star Sellers on Alibaba Generate 300% More Leads Than 3-Star Competitors.

## **“INDIRECT ADVERTISING” HIGH-PERFORMANCE RELATIONSHIP**

PS24's Indirect Advertising is an effective B2B lead generation model on Alibaba that goes beyond traditional advertising. **Thanks to a unique, multi-sector showcase of Italian and European food & beverage products**, PS24 reaches qualified international buyers and creates opportunities that a single supplier could not achieve on its own.

The system combines inbound inquiries from already motivated importers, proactive actions on the most promising RFQs, and cross-selling of products.

**Result:** greater trust, multi-product orders, higher average order value, and steady growth without direct advertising costs.

## **PS24'S SMART TRADE NETWORK**

**PS24's Internal Sales Network** is an advanced commercial ecosystem that **connects verified sellers with reliable international buyers, enabling fast, secure, and targeted transactions**. Thanks to a constantly curated bilateral database, PS24 turns real-time requests into concrete business opportunities, overcoming the limitations of traditional platforms.

Our clients gain access to an exclusive network of pre-selected buyers, receive tailored inquiries, and negotiate directly, without intermediaries. Buyers, in turn, can submit detailed requirements and immediately connect with certified suppliers, obtaining fast quotations and competitive terms.

**Result:** A more efficient commercial process, with shorter sales cycles, strong partnerships, and scalable growth, within an environment built on trust, speed, and collaboration.

# WHERE PS24 DON'T INTERVENE

## OUR PHILOSOPHY: TOTAL FREEDOM, ZERO INTERFERENCE

**PS24 was created to connect sellers and buyers within the Alibaba ecosystem,** while leaving customers full decision-making freedom over everything that happens outside the platform.

**Our role is clear and focused:** we create visibility, connections, and opportunities, without interfering in the strategic, commercial, or marketing choices of our customers.

## MORE ACCURATELY

### PS24 DOESN'T INTERVENE IN OR INFLUENCE:

**Product and brand decisions,** including which items to present, how to position them, which brands to use, and when to update them.

**Pricing and commercial terms,** including pricing strategies, discounts, MOQs, delivery terms, and logistics.

**Customization and private label,** including custom branding, dedicated packaging, product adaptations, and market-specific certifications.

**Marketing and brand development outside Alibaba,** including websites, social media, advertising, trade shows, PR, digital campaigns, and offline activities.

## **SIGNING OF THE SCHEDULE 01 AN TWELVE-PAGE DOCUMENT**

This Schedule 01 is executed solely in electronic form and signed exclusively by means of a digital signature compliant with the EU eIDAS Regulation, with the issue of an Audit Certificate certifying the underwriting process:

Date

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Signature

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Name of Signatory

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Title of Signatory

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For all legal notices and communications related to this Schedule 01, the Parties designate the following email address as legally valid:

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(Trademark of Bastianello Paolo Limited)

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Phone IT: +39 351 548 0063  
Email: [office@ps24.london](mailto:office@ps24.london)  
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