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SECOND DRAFT

Rome, 11 January 2016

His Excellency S.E. Sheikh Ali Al-Khaled Al- Jaber Al- Sabah
The Kuwaiti Ambassador to Italy
Embassy of the State of Kuwait
Via Archimede 124
00197
Rome
Italy

Sent by "raccomandata a/r" – Italian Registered Mail

Dear Mr. Ambassador,

The Italian Insider – Formal Demand for Overdue Payment

I have been instructed by Insider Press Srl., owner of the Italian Insider newspaper, in relation to the outstanding payment of fees for services rendered by my client, in the sum of 10,000.00 Euro.

You first met with John Phillips, editor-in-chief of the Italian Insider, in September 2014, in order to discuss the possibility of commissioning the paper to prepare a Special Report to mark the anniversary of 50 years of diplomatic relations between Kuwait and Italy (from here-on referred to as "the Report").

Following this meeting, you asked Mr Phillips to send you a written estimate of the paper's costs for preparing the Report. This was duly prepared and the letter, dated 12 September 2014, was sent to you, by e-mail, on 13 September 2014. This letter, a copy of which is enclosed for ease of reference, clearly contained an estimate of costs, which were capped at 10,000.00 Euro, together with an attached plan report on what was going to be prepared.

Upon receipt of this estimate, your Secretary, Laura, called Mr Phillips to confirm your approval of the estimate provided, and asked him to proceed on this basis.

PARTNERS

Avv. Charlotte Oliver, Solicitor (S.R.A.166637) Jessica Georgia Zama, Solicitor (S.R.A. 409968)
Manuela Stefoni, Dottore Commercialista Giovanni Amendola, Dottore Commercialista
REGULATED BY: THE SOLICITORS REGULATION AUTHORITY
ORDINE DEGLI AVVOCATI DI ROMA ORDINE DEI DOTTORI COMMERCIALISTI DI ROMA

Mr Phillips and his team of journalists started working and in approximately three months completed the 24 page Report; the lay-out was subsequently prepared by the paper's graphic editor, ready for printing. In February 2015, Mr Phillips personally delivered the first draft of the Report to your press attaché, Mr Osman, at the Kuwaiti Embassy.

An e-mail was subsequently sent from Mr Osman to Mr Phillips on 9 February 2015, which acknowledged the receipt of the first draft, and attached a list of additional articles that you wished to be included in the Report. This e-mail invited Mr Phillips to contact your Secretary, Laura, or Mr Osman after these articles had been completed, in order that you may approve them, with the view to finalising the Report.

Various e-mails were exchanged between Mr Phillips and your Secretary, Laura, with respect to this additional requests, and I retain copies of this correspondence, as well as the e-mail correspondence with Mr Osman mentioned above.

Mr Phillips agreed to this request, subject however to a payment on account of 30% of the estimated fees originally provided, to cover the paper's costs.

In March 2015, Mr Phillips was asked by you to meet with Counsellor Al Hajri of your Embassy staff, at the Kuwait Embassy; the Counsellor assured Mr Phillips that full payment of the agreed fees would be covered by the Embassy. I am instructed that he also claimed that, if necessary, you would have paid out of your own pocket, as you had commissioned the Report. The Counsellor asked that Mr Phillips send him an invoice for the payment on account, so that he may effect payment of the same.

Mr Phillips sent the Counsellor this invoice, which was dated 13 March 2015. A copy of this invoice is enclosed for your reference.

Regrettably, my Client did not receive payment of this invoice, nor was any payment received for the work that had been commissioned and completed. Mr Phillips never received any further communication from either from yourself or any member of your office, and his many phone calls, e-mails and letters went un-answered, including two reminders for payment of the invoice, one to Counsellor Al-Hajri, on 24 April 2015 and the second directly to you, on 18 June 2015.

To date, the three months of intensive work commissioned by you has not been paid and the journalists and graphic editors who spent time and effort in preparing this work have not been remunerated.

It is evident that a contract was entered into between yourself, on behalf of the Kuwaiti Embassy, and Mr Phillips, on behalf of Insider Press S.r.l, for the preparation of the Report, at an agreed cost of 10,000.00 Euro. The terms of this agreement are in the letter sent to you by Mr Phillips in September 2014. You clearly received this letter and agreed to these terms, both verbally and in written form, as evidenced by subsequent correspondence between members of your Office (on your behalf) and Mr Phillips.

You are therefore formally requested to pay Insider Press Srl, without further delay, the full amount due of 10,000.00 Euro, to the following account:

Banca delle Marche SPA

Roma, Agenzia di Città n.8

IBAN: IT 81 J 06055 03209 000000002121

If payment has not been received within 15 days of the date of this letter, my Client reserves the right to commence legal proceedings against you to recover its debt, without any further notice to you.

My Client further reserves the right to recover all damages suffered as a result of your breach of contract, including all interest and legal costs accrued, including €600 plus Iva and CPA that have been incurred to date.

Please note that this letter is to be considered a formal notice for payment ("*atto di costituzione*") for all effects and purposes, and is to interrupt any applicable statute of limitation period of prescription.

I look forward to hearing from you in due course.

Yours sincerely,

Avv. Jessica Georgia Zama

Solicitor (England and Wales)

Oliver & Partners

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