

*DISTRIBUTION AGREEMENT FOR FOOD PRODUCTS*

The company (Business Name)		
Address:	Postal code:	City
Tax code:	VAT number:	
Legal Representative: Surname	Name	
Place and date of birth:	Codice Fiscale	
Email	Certified e-mail address	
Mobile	Phone	
hereinafter referred to as the "Client,"		

and

**WHEEL AND MEAL S.r.l.**, with registered office in Sant'Angelo in Vado (PU), 1 Piazza Umberto I, Tax Code and VAT No. IT 02838490411, PEC address [wheelandmealsrl@pec.it](mailto:wheelandmealsrl@pec.it), represented by its pro tempore legal representative Mr. Giacomo Palazzi, born in Cattolica (RN) on 03/02/1991, Tax Code PLZGCM91B03C357Q, hereinafter referred to as the "Service Provider" and/or "Distributor."

*GIVEN THAT*

- The Client operates with its own structure at national, European, and international Motorsport circuits, carrying out, directly or indirectly, catering, food service, and/or beverage supply activities in designated areas (Hospitality and/or Catering, etc.) exclusively for contracted or non-contracted teams within the race circuits;
- The Client, in carrying out the above activities, requires the supply of food products and related services to optimally manage its operations, to be performed as described herein;
- The Service Provider carries out the distribution of food products and logistics services in the Ho.Re.Ca sector, with shareholders having over ten years of experience managing orders and subsequent supply/distribution of food products, using professional, experienced personnel and a flexible, functional, and highly specialized structure capable of providing this type of service in Italy, Europe, and worldwide.

The above recitals are an integral part of this Agreement. The parties agree as follows:

**ARTICLE 1 – OBJECT OF THE AGREEMENT**

The Service Provider undertakes to supply the goods ordered and the services requested by the Client in accordance with the General Terms and Conditions of Sale (available on the Service Provider's website, which the Client acknowledges and accepts by signing this Agreement), dedicated to the motorsport sector, in Italy, the EU, and outside the EU (Extra-EU), specifically including:

**a) *Product consultation:*** advising on the choice of products based on specific use, price, packaging, and storage, through highly specialized personnel on-site or via administrative staff (email, WhatsApp, phone, etc.). A reference contact will always be available to assist with issues arising during the event.

**b) *Order management:*** optimized to ensure maximum freshness and availability of requested products, maintaining traceability and proper cold chain management, reducing risks and transport times, and minimizing product perishability. Orders must be submitted at least 15 days prior to the event. The Client may consult the updated price list for the entire racing season via the website, which includes all services provided by the Service Provider (from letters a) to f)). Invoiced amounts shall be paid according to the terms indicated. No minimum order quantity is required, except for specific deliveries or destinations, which will be defined at the beginning of the season due to logistical constraints.

**c) *Product preparation:*** upon receipt of the order, products will be prepared according to temperature requirements (frozen, chilled, perishable, fresh produce, fresh fish, etc.).

**d) *Loading and transport:*** goods are generally loaded on the Saturday prior to the event, ensuring that the Client finds the vehicle and products ready for unloading by Monday afternoon, according to hospitality requirements. Transport will be performed by experienced personnel using vehicles ensuring optimal product preservation and temperature control.

**e) *Delivery and unloading:*** products will be delivered directly to the paddocks according to the Client's instructions, including on different days or times as required by hospitality arrangements, for each event in the official racing calendar.

**f) *On-site support:*** our drivers, trusted and experienced personnel, will assist throughout the delivery process, facilitating unloading and resolving any issues, within Italy and the EU; for Extra-EU events, arrangements will be communicated according to the relevant event.

## **ARTICLE 2 – TERM AND EXCLUSIVITY**

This Agreement shall have an annual term corresponding to the sports season, from the date of signing until 31 December of each year. Either party may terminate the Agreement early by sending registered mail at least six months prior to the intended termination date. If no termination notice is provided by either party within three months prior to expiry, the Agreement shall automatically renew for an equal period.

## **ARTICLE 3 – RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

The Service Provider shall provide the services listed in Article 1 with the diligence of a prudent businessperson (pursuant to Art. 1768 of the Italian Civil Code). The Service Provider may subcontract all or part of the services if special circumstances require it (e.g., EU or Extra-EU supply). The Client undertakes to comply with the General Terms and Conditions of Sale.

## **ARTICLE 4 – CONTRACTUAL COSTS AND REGISTRATION**

Where required, this Agreement is subject to VAT and may be registered by either party, if necessary, pursuant to DPR 131/1986. Any other costs arising in relation to the execution of this Agreement shall be borne by the party concerned.

## **ARTICLE 5 – GENERAL REFERENCE CLAUSE**

For matters not explicitly addressed in this Agreement, the parties shall refer to the provisions of the Italian Civil Code and applicable special laws.

## **ARTICLE 6 – DATA PROTECTION**

In compliance with the provisions of GDPR No. 976/2016, the “Privacy Code,” aimed at protecting the processing of personal data of individuals and other subjects, the principles of fairness, lawfulness, transparency, and confidentiality with which the parties’ data will be processed are highlighted. By signing this Agreement, the parties give their mutual consent to the processing of data, including the rights under Article 13 of Legislative Decree No. 196/2003, in particular:

1. The data provided will be processed for purposes including, by way of example and not limited to, the management of commercial relationships, the handling and fulfilment of purchase and sales orders, preparation of price lists or quotations, administrative management of relationships with clients and/or suppliers, marketing activities, sending of advertising and non-advertising communications, and, in any case, the execution of all legal obligations related to civil, accounting, and tax regulations.
2. Processing may be carried out manually and/or with electronic tools by individuals who are trained and informed about legal obligations and, in any case, authorized in advance to perform such tasks. Data will be processed lawfully, in accordance with the principles of security, fairness, confidentiality, and transparency established by law.
3. Providing consent for the processing of your data is essential for the conduct of business activities and the fulfilment of administrative practices related to all procedures involving the Company, such as, for example, tax obligations (D.P.R. 633/72, D.P.R. 917/83, D.P.R. 600/73, etc.); consequently, any refusal to provide consent would prevent the proper application of these rules and may impede the continuation of the contractual relationship.
4. Data and/or its processing may be delegated to or communicated to the following categories of subjects for the purposes indicated above:
  - o Banks, for managing collections and payments related to purchase and/or sales orders;
  - o Leasing, factoring, and/or insurance companies;
  - o Suppliers and/or clients, couriers, and shipping companies;
  - o External professionals performing specific tasks on behalf of the Company, such as, by way of example and not limited to, accounting firms, law firms, notaries, consulting companies, etc., for tax compliance, preparation of financial statements, IT system management, debt collection, assignment, and credit protection.
5. The Data Controller is **WHEEL AND MEAL S.r.l.**, and the Data Processor is its pro tempore legal representative. For the Client, the Data Controller is the company itself, and the Data Processor is its pro tempore legal representative, as detailed above.
6. At any time, data subjects may exercise their rights with respect to the Data Controller under GDPR No. 976/2016, including:
  - o The right to obtain confirmation of the existence or non-existence of personal data concerning them, even if not yet recorded, and to receive such data in an intelligible form;
  - o The right to obtain information on the source of personal data, the purposes and methods of processing, the logic applied in case of electronic processing, the identification details of the Data Controller, Data Processors, and the designated representative under Article 5, paragraph 2, and the subjects or categories of subjects to whom personal data may be communicated or who may become aware of it as designated representatives in the territory of the State, Data Processors, or authorized personnel.
7. The data subject has the right to:
  - o Update, correct, or, where relevant, complete the data;
  - o Delete, anonymize, or block data processed in violation of the law, including data that do not need to be retained for the purposes for which they were collected or subsequently processed;
  - o Obtain certification that the operations mentioned above have been communicated to those to whom the data were disclosed, except where such compliance is impossible or would require the use of means manifestly disproportionate to the protected right.
8. The data subject has the right to object, in whole or in part, for legitimate reasons, to the processing of personal data concerning them, even if relevant to the purpose of collection; and to object to the processing of personal data for sending advertising or direct sales material, market research, or commercial communications.

Sant'Angelo in Vado, .....

<p><b><i>WHEEL and MEAL S.R.L.</i></b></p> <p>1 Piazza Umberto I – Sant'Angelo in Vado (PU)</p> <p>Tax Code and VAT number IT 02838490415</p> <p>STAMP AND SIGNATURE FOR ACCEPTANCE</p>	<p>STAMP AND SIGNATURE FOR ACCEPTANCE</p>
---	---