

# Affiliation Document

## Flos Olei Point

Between

- The company **E.V.O. srl** with registered office in ROMA - Via Positano, 100 - 00134, Tax Code and VAT registration number 10559841001 and the affiliate \_\_\_\_\_  
with registered office in \_\_\_\_\_  
VAT registration number \_\_\_\_\_

Whereas

- The company **E.V.O. srl** is active in the field of the publishing industry and within a new commercial project is going to expand the network of its points of sale to market its and other exclusive products in order to enhance the high quality standard of its products.

- The company **E.V.O. srl** intends to reach this aim realizing a network of **Flos Olei Points** that should be an instrument of trade affiliation with points of sale run by independent entrepreneurs according to **E.V.O. srl** contract rules enabling the affiliates to work as direct points of sale, thus taking advantage of the know-how and the use of the label, as well as of the express advertizing campaign **E.V.O. srl** will develop about the affiliate **Flos Olei Points**. The affiliate company will not be allowed to have exclusive rights of agency in the territories, regions or countries where it operates.

- The company **E.V.O. srl** acknowledges that the affiliate company \_\_\_\_\_, as at present composed, has the necessary personal, professional and technical qualities to be part of the network **Flos Olei Points**, as well as the suitable motivations to guarantee the identification of the affiliate with the image **Flos Olei Points** and the commitment to maintain and increase its prestige and attract customers.

- The affiliate, in its full legal and entrepreneurial autonomy, is willing to join the network **Flos Olei Points** with adequate organization and to fulfil all obligations stated by the present document in order to guarantee the correct use of the supplied material in the common interest of both parties.

- The affiliate maintains it has the necessary qualifications to work in the following field (put a cross near the business you carry on):

**Catering:**  bars,  restaurants,  wine bars,  
 other .....

**Culture:**  fairs,  gastronomic schools,  
 museums,  private bodies,  public bodies,  
 other .....

**Intermediaries:**  brokers,  import-export,  
 other .....

**Producers:**  bottlers,  oil mills,  olive oil,

wine  other .....

**Reception:**  B&B,  guest- houses,  
 holiday farming,  hotels,  
 other .....

**Shops:**  agricultural machinery,  bookshops,  
 delicatessen,  home or kitchen accessories,  
 ice-cream parlours,  patisseries,  
 other .....

## The following is agreed upon

1. The premises are part of the present contract.
2. With the present document of trade affiliation the company **E.V.O. srl** allows the affiliate (indicate registered office and business to carry on) \_\_\_\_\_ to join the network **Flos Olei Points** through the use of the affiliate point of sale as a place of distribution of its and other exclusive products, upon exhibition of photographic evidence demonstrating the actual existence of the above-mentioned point of sale open to the public.
3. The affiliate, as an independent concern, states it will bear the charges of any kind connected with the management of the point of sale; it will buy the products in its own name and on its own and will take any responsibility and business risk connected with the marketing of services and products and the other activities included in the affiliation relation. In particular, the affiliate states it will not request any refund for unsuccessful take-off of the entrepreneurial activity or unsuccessful development of the commercial network. The affiliate, as an independent entrepreneur, maintains it owns all necessary authorizations and licences to carry out the activity of the network.
4. As the present document does not allow the affiliate to represent the **Flos Olei Point**, the affiliate will only act in its own name, without binding the company **E.V.O. srl** in any way. The affiliate must declare its state of independent entrepreneur and its company title in the invoices and in any other written document. The company **E.V.O. srl**, according to the art. 4, p. 1, lett. d) of the law n. 129/2004, informs the affiliate about the actual state of the commercial network, that is the list of the other affiliate companies active on the market.
5. Drawing up the present document, the affiliate commits itself to buy from the company **E.V.O. srl** at least 10 (ten) copies of the publication **Flos Olei - a guide to the world best extra virgin olive oils** with a 40% discount on the published price, with the addition of shipping expenses (see the shop <http://shop.flosolei.com>). For orders exceeding 100 copies (**Flos Olei - a guide to the world best extra virgin olive oils**) the company **E.V.O. srl** grants a maximum discount of 50% on the published price. The affiliate company is not allowed to distribute and sell the present guide **Flos Olei - a guide to the world best extra virgin olive oils** at a lower price than the one stated yearly on **E.V.O. srl** shop (<http://shop.flosolei.com>). In case of violation of the present obligation, the company **E.V.O. srl** will provide for the immediate termination of the affiliation relation and will take any action for image damage.
6. The affiliation object of the present document involves only the use of the place mentioned in the premise. If the affiliates for any reason were not in a position to carry on their activity in this place, this would result in the legal rescission of the contract, depending on the faculty of **E.V.O. srl** to allow the affiliates to use another place suitable to the purpose. In case the affiliates own or run two or more premises (network or chain of shops), they are bound to inform the company **E.V.O. srl** in advance about the premises where they will sell the book **Flos Olei - a guide to the world best extra virgin olive oils** or other exclusive products.
7. The recognition of the role of affiliate is strictly personal. In no case the affiliate is allowed to dispose of the document without authorization from **E.V.O. srl**.

8. To guarantee external and internal uniformity and favour the identification of the point of sale as part of the network **Flos Olei Points**, the company **E.V.O. srl** supplies the affiliate with a series of materials necessary to use the shop in the best way.

9. The affiliate commits itself to maintain the supplied material in the best way and is aware that every point of sale is part of the prestige the whole network enjoys. In its turn the network takes advantage of the way every point of sale will treat its customers.

10. The company **E.V.O. srl** authorizes the affiliate to use the label **Flos Olei Point**, only as regards the commercial activity (sale of products with the trademark Flos Olei) carried out to fulfil the present document (window bills, brochures etc). The rescission of the contract for any reason automatically stops the licence to use the label **Flos Olei Point**. The company **E.V.O. srl** reserves the right to take action in case of improper or unauthorized use of its trademark.

11. The company **E.V.O. srl** has the right to visit the affiliate **Flos Olei Point** in any moment to control the correct management of the shop as regards the supplied material and its maintainance. In case of negative result by unquestionable decision of **E.V.O. srl**, the company **E.V.O. srl** is allowed to rescind the present contract.

12. The affiliate commits itself to keep all technical, strategical, commercial or any other information concerning the **Flos Olei Point** strictly confidential and restricted. The affiliate, aware of the importance of these privacy duties, takes any precaution and provision necessary to guarantee their total observance on the part of its staff or people, companies, concerns connected with it in any way, taking full responsibility for any violation. The privacy duty lasts also in the period following the end of the effects of the present document.

13. The life of the present contract is twelve months starting from the day following the yearly publication (November) of **Flos Olei - a guide to the world best extra virgin olive oils**, duly communicated to the affiliate, and is renewable according to the agreement signed by both parties within 30 days from the expiry date of the present document. The signed original of the affiliation document will be sent to the following address: **E.V.O. srl - Via Positano, 100 - 00134 Roma - Italia**.

14. The parties agree that for any dispute resulting from the interpretation and/or execution of the present document the Court where the company **E.V.O. srl** has its registered office is exclusively competent.

\_\_\_\_\_

This has been drawn up and agreed upon by:

**DATE:** \_\_\_\_\_

(the company <b>E.V.O. srl</b> )	(the affiliate company)
<b>STAMP AND SIGNATURE</b>	<b>STAMP AND SIGNATURE</b>

\_\_\_\_\_

\_\_\_\_\_

# ORDER FORM

## FLOS OLEI®

Fill in all parts of the present "Order Form" and send it by fax to the number **+39 067197254**, enclosing the payment receipt of the bank transfer in the name of:

**E.V.O. srl**  
**Banca Sella**  
**IBAN: IT 96 J 03268 22300 052869640400**  
**BBAN: J 03268 22300 052869640400**  
**SWIFT: SELBIT2BXXX**

Send then the originals by mail together with the affiliation document (don't send it, if already Flos Olei Point) to: **Marco Oreggia - E.V.O. srl - Via Positano, 100 - 00134 Roma - Italia.**

### INVOICING DATA

Name:		Surname:	
Company title:			
VAT registration number:			
Address:			
ZIP code:	Town:	District:	
Tel.:	Mobile:	E-mail:	

### SHIPPING DATA

Name:		Surname:	
Company title:			
Address:			
Zip code:	Town:	District:	
Tel.:	Mobile:	E-mail:	

### FLOS OLEI COPY ORDER (MINIMUM 10 COPIES)

FLOS OLEI	REDUCED PRICE PER COPY	TOTAL
<b>Flos Olei 2010 - (€ 26,00)</b> N. Copies:	<input type="checkbox"/> 10 - 99 copies (discount 40%): € 15,60 <input type="checkbox"/> from 100 copies (discount 50%): € 13,00	Euro:
<b>Flos Olei 2011 - (€ 26,00)</b> N. Copies:	<input type="checkbox"/> 10 - 99 copies (discount 40%): € 15,60 <input type="checkbox"/> from 100 copies (discount 50%): € 13,00	Euro:
<b>Flos Olei 2012 - (€ 30,00)</b> N. Copies:	<input type="checkbox"/> 10 - 99 copies (discount 40%): € 18,00 <input type="checkbox"/> from 100 copies (discount 50%): € 15,00	Euro:
<b>For shipping expenses see: <a href="http://shop.flosolei.com">http://shop.flosolei.com</a></b>		Euro:
<b>Total Copies: N.</b>	<b>Total Euro:</b>	

**DATE:** \_\_\_\_\_

(the affiliate company)  
**STAMP AND SIGNATURE**

I authorize the treatment of my personal data according to the law 196/2003. The data will be used only to fulfil the order and will not be communicated to third parties. E.V.O. srl is the holder of data treatment.