



Safilo Unilateral Minimum Advertised Price Policy for Carrera sunglasses

Preamble

Safilo USA, Inc. ("Safilo") intends to preserve and enhance the strong reputation of the sunglasses bearing Safilo Group's own trademark "Carrera" ("Products" or "Carrera Sunglasses"). For this purpose it is creating in North America a quality distribution network of retail dealers ("Dealers") engaged in the advertising and promotion of such Products. In order to protect the image of the Products and Safilo's reputation of providing customers with strong after-sales support, Safilo is unilaterally instituting and implementing a policy of minimum advertised price for the Products advertised in North America ("Policy").

Policy

- 1) The Policy applies to the advertising and promotion of Carrera Sunglasses released by Safilo or its affiliates after January 2021 in the USA and Canada.
- 2) The Policy applies only to advertised prices. Dealers shall remain free to set the final selling price of the Products.
- 3) Minimum Advertised Price ("MAP") is equal to the most recent suggested retail price made available by Safilo for Carrera Sunglasses ("MSRP"). MAP is unilaterally established by Safilo and can be adjusted or changed at Safilo's sole discretion.
- 4) Dealers are required to advertise a price no lower than MAP in all advertisements of the Products in any and all media, including but not necessarily limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar media, television, radio, and public signs. It remains in any case understood that:
 - The Policy is not applicable to any form of in-store advertising.
 - Prices listed on an Internet site are considered as "advertised prices" and must adhere to the Policy, but, once the pricing is associated with an actual final purchase, the price becomes the selling price and it is not bound by this Policy. Statements such as "we will match any price", "see price in cart" or "call for price" do not represent a violation of the Policy. The Policy applies across all web domains, including but not limited 3rd party market platforms.
 - In any case, this Policy also applies to any activity designated or intended to circumvent the intent of the Policy itself. For instance, the inclusion of the Products in the advertising of free or discounted products, cash rebates, coupons, or bundled promotions, (including second pair and bundling with other manufacturer's product), would be a violation of this policy if such inclusion has the effect of advertising the price of the Products below the applicable MAP.
- 5) Notwithstanding what stated under Article 4 above, US Dealers may advertise the authorized Carrera Sunglasses online sales listed below:
 - One during the two weeks before Easter, one during two weeks before Father's Day, one during a week in November and one during the two weeks before Christmas for no more than 14 (fourteen) days consecutive period per sale window; during these times, the advertisement of a price up to

25% (twenty-five percent) off MSRP is permissible; the dates of the above-mentioned sale events will be pre-communicated in writing to Dealers by Safilo;

- In addition, Carrera closeouts may be advertised with MAP of up to 50% (fifty per cent) off MSRP, increasing to 75% (seventy-five per cent) off MSRP price 1 year after discontinuation made available by Safilo for the Products in question.

Canadian Dealers may advertise for Boxing Day sales only on December 26th.

- 6) MAP does not establish maximum advertised prices. All Dealers may advertise the Products at any price in excess of the MAP established for such Products.
- 7) In the event a Dealer chooses not to follow the Policy, Safilo will be entitled to cease any form of promotional support to the Dealer and, in case of intentional and/or repeated failure to abide by this Policy, it will be entitled to discontinue the supply of the Products to the Dealer.
- 8) This Policy has been unilaterally adopted by Safilo. Safilo will make all determinations concerning violations of this Policy unilaterally in its sole discretion. There will be no discussions with or appeals by any violator. Safilo neither solicits nor accepts any approval or assurance of compliance with this Policy by or from any Dealer. Nor shall anything in this Policy constitute or be construed to constitute an agreement between Safilo and any Dealer concerning the compliance of the Dealer with this Policy. Safilo may unilaterally modify this Policy at any time.
- 9) Safilo personnel such as sales representatives or sales managers will have no authority to modify or grant any exception to the Policy or to determine whether a violation has occurred. Therefore, all questions or comments regarding this Policy have to be directed to the Safilo's Policy administrators: map.policy@safilo.com

The Policy and any relevant modifications are available at <https://www.mysafilo.com/>



Safilo Unilateral Minimum Advertised Price Policy for Under Armour eyewear products

Preamble

Safilo USA, Inc. ("Safilo") intends to preserve and enhance the strong reputation of the eyewear products bearing Safilo Group's licensed trademark "Under Armour" ("Products"). For this purpose it is creating in North America a quality distribution network of retail dealers ("Dealers") engaged in the advertising and promotion of such Products. In order to protect the image of the Products and Safilo's reputation of providing customers with strong after-sales support, Safilo is unilaterally instituting and implementing a policy of minimum advertised price for the Products advertised in North America ("Policy").

Policy

- 1) The Policy applies to the advertising and promotion of the Products in the USA and Canada.
- 2) The Policy applies only to advertised prices. Dealers shall remain free to set the final selling price of the Products.
- 3) Minimum Advertised Price ("MAP") is equal to the most recent suggested retail price made available by Safilo for the Products ("MSRP"). MAP is unilaterally established by Safilo and can be adjusted or changed at Safilo's sole discretion.
- 4) Dealers are required to advertise a price no lower than MAP in all advertisements of the Products in any and all media, including but not necessarily limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar media, television, radio, and public signs. It remains in any case understood that:
 - The Policy is not applicable to any form of in-store advertising.
 - Prices listed on an Internet site are considered as "advertised prices" and must adhere to the Policy, but, once the pricing is associated with an actual final purchase, the price becomes the selling price and it is not bound by this Policy. Statements such as "we will match any price", "see price in cart" or "call for price" do not represent a violation of the Policy. The Policy applies across all web domains, including but not limited 3rd party market platforms.
 - In any case, this Policy also applies to any activity designated or intended to circumvent the intent of the Policy itself. For instance, the inclusion of the Products in the advertising of free or discounted products, cash rebates, coupons, or bundled promotions, (including second pair and bundling with other manufacturer's product), would be a violation of this policy if such inclusion has the effect of advertising the price of the Products below the applicable MAP.
- 5) Notwithstanding what stated under Article 4 above, US Dealers may advertise the authorized Under Armour online sales listed below:
 - One during the two weeks before Easter, one during two weeks before Father's Day, one during a week in November and one during the two weeks before Christmas for no more than 14 (fourteen) days consecutive period per sale window; during these times, the advertisement of a price up to 25% (twenty-five percent) off MSRP is permissible; the dates of the above-mentioned sale events will be pre-communicated in writing to Dealers by Safilo;

- In addition, Under Armour closeouts may be advertised with MAP of up to 50% (fifty per cent) off MSRP, increasing to 75% (seventy-five per cent) off MSRP price 1 year after discontinuation made available by Safilo for the Products in question.

Canadian Dealers may advertise for Boxing Day sales only on December 26th .

- 6) MAP does not establish maximum advertised prices. All Dealers may advertise the Products at any price in excess of the MAP established for such Products.
- 7) In the event a Dealer chooses not to follow the Policy, Safilo will be entitled to cease any form of promotional support to the Dealer and, in case of intentional and/or repeated failure to abide by this Policy, it will be entitled to discontinue the supply of the Products to the Dealer.
- 8) This Policy has been unilaterally adopted by Safilo. Safilo will make all determinations concerning violations of this Policy unilaterally in its sole discretion. There will be no discussions with or appeals by any violator. Safilo neither solicits nor accepts any approval or assurance of compliance with this Policy by or from any Dealer. Nor shall anything in this Policy constitute or be construed to constitute an agreement between Safilo and any Dealer concerning the compliance of the Dealer with this Policy. Safilo may unilaterally modify this Policy at any time.
- 9) Safilo personnel such as sales representatives or sales managers will have no authority to modify or grant any exception to the Policy or to determine whether a violation has occurred. Therefore, all questions or comments regarding this Policy have to be directed to Safilo's Policy administrators: map.policy@safilo.com

The Policy and any relevant modifications are available at <https://www.mysafilo.com/>