

**Alessi USA, Inc.**  
**Minimum Advertised Pricing (“MAP”) Policy**

This Alessi USA, Inc. (“Alessi”) Minimum Advertised Pricing (“MAP”) Policy (the “Policy”) is effective as of January 1, 2020. This Policy has been established solely and unilaterally by Alessi, and will be administered unilaterally and enforced by Alessi in accordance with the terms hereof. Each dealer of Alessi products in the Territory (hereinafter defined) (each, a “Dealer”) shall receive a copy of this Policy and all exhibits hereto, as well as any updates or modifications to the Policy and exhibits made by Alessi from time to time in its sole discretion.

1. General Guidelines.

a. Definition of Advertising. For purposes of this Policy, “advertising” or “advertise” means any communication by a Dealer to a consumer identifying or referring to any Alessi product that is subject to this Policy, whether direct or indirect, in any media now known or hereafter invented, except as otherwise provided herein, including, without limitation, newspaper, magazine and catalogue advertisements; flyers; posters; billboards and other public signage; mailings and mail inserts (whether by regular mail or email); television, radio and internet video advertisements; internet pop-ups, banners, metatags, keywords or other search engine optimization advertisements; social media, blog and internet application postings and advertisements; coupons; and all automated responses to requests for pricing information, including, but not limited to, “click for latest price” and automated “bounce back” pricing emails; pre-formatted e-mail responses, and forms. “Advertising” or “advertise” shall not refer to (i) in-store advertising (where “in-store” refers solely to brick-and-mortar locations) that is not distributed to the consumer; or (ii) face-to-face or live, direct telephonic or electronic communications between a consumer and an actual Dealer representative (human to human interaction) in response to a specific inquiry from the consumer as to product pricing.

b. Advertised Prices. This Policy sets forth the minimum price at which Dealers may advertise Alessi products, specifically, those listed in Exhibit A hereto (collectively, the “Products”). The minimum price at which Dealers may advertise the Products (the “MAP Price”) is set forth in Exhibit A next to each Product. Exhibit A may be modified or updated by Alessi from time to time upon reasonable written notice to the Dealers. Any Dealer who advertises any Product below the then-current MAP Price shall be deemed in violation of this Policy.

c. Territory. This Policy shall be applicable to all Dealers in the United States (the “Territory”).

2. Online Dealers. In addition to the limitations on advertising in general set forth in Section 1, online advertising shall also be subject to the terms of this Section 2. As set forth in Section 1(a) above, posting prices on a Dealer’s website, whether in banner advertisements, on product pages, in shopping carts, in automated pop-up, email or other electronic communications shall be deemed “advertisements” hereunder, and shall be subject to this Policy. Notwithstanding the foregoing, this Policy is not intended to prevent online Dealers from

communicating the actual price of the Products to customers at the point of purchase, which such actual price shall be determined at the Dealer's sole and exclusive discretion, pursuant to Section 3(a) below. Accordingly, for the avoidance of doubt, it shall not be deemed "advertising" under this Policy to automatically display the price of a Product on the Dealer's "check-out" page or to indicate that a customer may "add to cart for latest price." For purposes of this Policy, the "check-out" page shall be considered the point of purchase page, which is reached by the customer after the shopping cart page, either by clicking a button that reads "proceed to purchase" or "check out" or "pay now" or something similar. Web pages displaying the items that have been placed in the customer's shopping cart along with their prices which are not "check-out" pages pursuant to the definition set forth above shall be deemed "advertisements" hereunder and shall be subject to this Policy.

3. Permitted Dealer Conduct. The activities described in this Section 3 shall not be deemed a violation of this Policy unless otherwise provided herein.

a. Notwithstanding anything contained in this Policy, Dealers shall be free to sell any Product at any price, at their sole and exclusive discretion, without consulting or advising Alessi of such prices.

b. Dealers shall not be in violation of this Policy by advertising that a customer may "call for latest price" or "email for latest price" or something substantially similar thereto with respect to the Products, provided that no price below the MAP Price is set forth in the advertisement.

c. It shall not be a violation of this Policy to post or publish an advertisement that provides generally that the Dealer has the "lowest prices" or a "best price matching" program, or anything substantially similar thereto, provided that the Dealer is otherwise in compliance with this Policy. Further, it shall not be a violation of this Policy to advertise a store-wide sale, provided that such advertisements do not include specific references to any Product or the Products generally.

d. In the event that Alessi offers or promotes a rebate program for any of the Products, Dealers shall be permitted to advertise the availability of such rebate or the existence of such rebate program, provided that the advertisement is otherwise compliant with this Policy.

e. To the extent Dealers are selling Products for less than the MAP Price, which is permitted under this Policy provided that the Dealer does not advertise such actual price, such Dealers are permitted hereunder to advertise coupons or offers (e.g., involving free Products or shipping, etc.) which customers may redeem at check-out, provided that any advertisements relating to such coupons or offers refer to all of the Dealer's goods offered for sale and do not specifically reference any Product or the Products generally.

f. This Policy does not establish maximum advertised prices. Dealers shall not be in violation of this Policy by advertising Products at any price in excess of the MAP Price.

4. Bundle Advertising Guidelines.

a. “Bundling,” as used in this Policy, means posting, publishing or otherwise disseminating an advertisement which features or otherwise references the offering for sale of two (2) or more products, at least one (1) of which is a Product.

b. Any Bundling advertisement which features or otherwise references the offering for sale of two (2) or more Products only (without the inclusion of any other goods) shall be in violation of this Policy if the advertised price of the Bundle is less than the sum of the MAP Prices for each of the Products featured or otherwise referenced in the advertisement.

c. Any Bundling advertisement which features or otherwise references the offering for sale of at least one (1) Product together with one (1) or more other good (i.e., a non-Alessi product, or a Alessi product not included in Exhibit A) shall be in violation of this Policy if the advertised price of the Bundle represents or implies a discount off the MAP Price.

d. In addition to the foregoing, Bundling advertisements shall not (i) infringe upon the intellectual property rights of Alessi; (ii) include any indicia which may create consumer confusion as to the source of the products featured or otherwise referenced in such advertisements; or (iii) feature or otherwise reference products which are incompatible with one another unless a conspicuous warning is included in the advertisement.

#### 5. Policy Enforcement; Sanctions.

a. This Policy is not intended to constitute an agreement between Alessi and its Dealers. Dealers shall not be required to acknowledge or countersign this Policy. Compliance by Dealers with this Policy is at all times voluntary, at the Dealer’s sole discretion.

b. Notwithstanding anything contained herein, in the event any Dealer violates this Policy, Alessi may, at its sole and exclusive discretion, upon written notice to the Dealer, suspend such Dealer’s account with Alessi or cease doing business with such Dealer altogether. In such event, Alessi reserves the right to cancel any pending orders placed by the Dealer for Alessi products, and refuse to accept any future orders placed by the Dealer for Alessi products. In the event the Dealer’s account is suspended or the relationship is severed, at Alessi’s option, the Dealer shall lose its authorized dealer status with respect to Alessi products, shall be required to immediately stop holding itself out as an authorized dealer of Alessi products and shall immediately discontinue all use of all of Alessi’s intellectual property, including its name, logo and trademarks, until such suspension is lifted, if applicable.

c. Violation of this Policy by a Dealer at a single location shall constitute a general violation by the Dealer which shall entitle Alessi to impose the sanctions described in Section 5(b) above with respect to the Dealer in its entirety, including its online business if any.

d. Alessi may monitor Dealers’ advertising of Products, either directly or through the use of one or more third party service providers engaged by Alessi for the purpose of performing such monitoring. Dealers are expected to reasonably cooperate with Alessi in connection with any investigations regarding possible Policy violations. Hindering, obstructing, delaying or otherwise failing or refusing to cooperate by the Dealer shall constitute a violation of this Policy.

e. All of the sanctions described herein shall be unilaterally and uniformly imposed by Alessi to all Dealers. Dealers do not have the right to enforce the terms of this Policy as against one another, and Alessi shall not acknowledge or accept any notification received by a Dealer concerning the violation of this Policy by another Dealer.

6. Modifications; Suspension of MAP Prices.

a. From time to time, Alessi may modify the terms of this Policy or the contents of Exhibit A, including the products constituting the Products and the MAP Prices associated therewith. Alessi shall notify all Dealers in writing of any such modifications upon reasonable advance notice.

b. From time to time, Alessi may temporarily lower the MAP Price on specific Products, or suspend this Policy, by communicating the same to all of its Dealers with reasonable advance notice. Such temporary MAP Price reductions will generally be scheduled in line with Alessi brand-wide promotional events. Dealers shall receive reasonable advance written notice prior to the reinstatement of any MAP Price or this Policy.

c. No Dealer has any right to rely on the continued existence of this Policy or any effort by Alessi to enforce it.

7. Miscellaneous.

a. This Policy and the contents hereof are confidential. Dealers shall not disseminate copies of this Policy to any third party, or include any reference to this Policy in their advertising. Such conduct shall be deemed a violation of this Policy.

b. This Policy shall be construed in accordance with and governed by the laws of the State of New York.

c. This Policy is void and inapplicable wherever expressly prohibited by law.

**Exhibit A**

*(List of Products and Corresponding MAP Prices)*