

EXCLUSIVE SUPPLY CONTRACT

With this private agreement, to be valid for all legal purposes, between the undersigned:

- the company FABBRICA ITALIANA OCCHIALI SRL, with headquarters in Susegana (TV), via Gramsci 4A, registered in the Chamber of Commerce of Treviso , VAT number no. IT04877260267, in the person of its president pro tempore Francesco Rotolo, who declares and guarantees to have all the powers necessary to sign this document, hereinafter referred to as **Supplier**, on one part , and

- the company, with registered office, no.,, registered with the Chamber of Commerce of, VAT number no., in the person of its president pro tempore which declares and guarantees that it has all the powers necessary to sign this document, hereinafter referred to as **Client**, on the other,

Premise

- that the Client needs to entrust the implementation to third parties with proven specialization, technical ability and organization the manufacture of EYEGLASS FRAMES AND SUNGLASSES , hereinafter referred to as "Products";
- that the Supplier possesses the requirements to meet the Client's needs as well as references of proven experience in field specified above;
- that the parties intend to regulate this contract in accordance with current regulations;

the following is stipulated and agreed:

1. Premises

The premises constitute an integral and essential part of this agreement.

2. Subject

2.1. The **Supplier** undertakes to carry out the work of supplying eyeglass frames, scrupulously adhering to the drawings provided by the client company.

2.2 The materials used must be exclusively those indicated in the drawings provided by the **Client** . No variations may be made without written authorization from the **Client**. For this purpose, an email with a request is sufficient review and respond with approval of the change.

2.3 The materials are considered supplied by the **Client** even if they are purchased on their behalf by **the Supplier**. Therefore will be invoiced to the client separately and in the quantities purchased (e.g. i if to make 50 frames need 5 kg of acetate, but the minimum quantity to purchase is 1 sheet of acetate weighing 9 kg, the Supplier will invoice 9 kg even if he has used 5 Kg. The remaining 4 Kg are available to the Client for future reorders or if desired for delivery to its headquarters).

2.4 **The Supplier** will affix the trademarks and distinctive signs/logos indicated by the **Client** to the products, as will be releases, including markings on the temples.

2.5 The costs for the labels to be affixed to the products will be borne by the **Client**

2.6 The Supplier may produce the models covered by the contract only for the **Client**; the **Supplier** will deliver it to the **Client** and, upon indication of the latter, to its agents. Invoicing must be made to the **Client**.

2.7 The **Client** assumes full and complete responsibility for everything relating to the commissioned modeling and agrees to keep the **Supplier** relieved and harmless for any complaint or demand that may be made against it in relation to inconveniences of any nature that were dependent on for example. designs copied from collections of other companies etc.

2.8 The **Client** must ensure that the types of products to be prepared in execution of this agreement do not interfere with the field of protection of any industrial property rights of third parties and must in any case avoid the reproduction of shapes and designs characteristic of the competition. The **Supplier** is exonerated from any responsibility in this regard and the **Client** assumes all responsibility for the violation of any patents for industrial inventions and for the reproduction of registered models, as well as for acts of unfair competition and all this with the aim of keeping the Supplier from any question formulated in any such judgments

2.9 The **Client** will protect its name and trademarks with appropriate action, possibly also in judicial proceedings; and the **Supplier** undertakes to support these actions according to the indications of the Client, it being understood that all costs of the lawsuits brought in relation to this are borne by the **Client**. Should the **Client** file a patent for a model among those produced, agreed as per number 2.2 above, actions for infringement of such models will be borne by the **Client**

2.10 The **Supplier** undertakes, in relation to the types of models and/or products that it will prepare for the **Client** in execution of this agreement, to keep the drawings supplied to it absolutely confidential, assuming all consequent responsibility for lack of confidentiality;

If for the creation of the aforementioned models the following are necessary, by way of example, but not limited to: moulds, equipment, tools, programs or other activities that the **Client** has not paid separately, the right of exclusivity and confidentiality does not apply recognized.

2.11 The **Supplier** undertakes to respect the delivery terms established in the order confirmation. He is also committed to communicating immediately and formally to the **Client** any and all causes of temporary and/or partial impossibility - not arising from a subjective cause - which occurred during the completion of the works. The term delivery refers to the notification of goods ready.

2.12 The **Supplier** also undertakes to communicate to the **Client** - with at least six months' notice - any intervening definitive impossibilities which may make the assignment of further works no longer feasible, without prejudice to - in any case - the timely completion and delivery of works already undertaken and in progress

2.13 For the supply of the goods indicated in point 2.2, the fees and payment times are set by mutual agreement between the parties provided in the order confirmation (payment of the cost of the raw materials, increased by 25%, and the 50% of the workings costs at order and the other 50% before delivery, from the moment of the notification of ready goods).

2.14 The prices indicated, unless otherwise agreed order-by-order basis, do not include packaging, transport and banking fee. Furthermore, all taxes, including VAT, are excluded from them.

Payments must be made at the Supplier's domicile, in the currency and within the terms described in the order, regardless of any dispute. The **Supplier** may assign the credit claimed towards the **Client**, to banks or to third parties and the **Client** is required to accept the assignment of the credit itself. Promissory cheques or other securities issued to guarantee the payment or possible renewal will never produce novation of the original obligation, and their possible acceptance by the **Supplier** will take place with the "with recourse" clause. The collection of amount by bills of exchange is always made to favor the Client and does not modify the conventional forum referred to in the art. 2.29. Any delay in payment obliges the **Client** to pay default interest at an annual rate of five percentage points more than the rate official discount, in addition to reimbursement of any additional expenses and/or costs

2.15 If the payment of part of the price is deferred with respect to the delivery date or the notice of ready goods, and also if the price is regulated by means of bills of exchange or other securities, the supply is carried out with the reserve clause of property in favor of the **Supplier**, pursuant to art. 1523 et seq. of the Italian civilian Code. The **Client** is obliged to carry out all formalities required by legal provisions for the completion of the retention of title agreement. All related expenses and those consequent are the responsibility of the **Client**. Delay in payment of the balance whose amount exceeds one eighth of the price total supply, gives rise to the termination of the contract or causes the **Client** to lose the benefit of the term in relation to subsequent supplies. With the termination of the contract due to the fault of the **Client**, the Client's payments made to any title (for example: purchase of raw materials also for future supplies) remain acquired by the **Supplier**, by way of rental, recovery of sales expenses and compensation for damages. However, the Supplier's right to take action for recovery remains unaffected of any greater damage.

2.16 In the event of shipment, the items supplied still travel at the risk of the **Client**, even if sold "free port" or delivery to a place other than the Customer's headquarters. Consequently, the **Supplier** declines any responsibility regarding transport, the means of transport adopted, the chosen itinerary and any additional costs that may be applied by the carrier, it being explicitly understood that any transport contract is concluded by the **Supplier** in the name and on behalf of the **Client** who, consequently, will have to reimburse the expenses.

2.17 Delivery terms start from the beginning of production and are normally between 50 and 60 working days except for more complex products which must be evaluated from time to time. The start of production will be only possible from the last of the following dates:

- a) Date of receipt by the **Supplier** of the amount relating to the deposit for the purchase of raw materials;
- b) Date of the last modification requested by the **Client**;
- c) Date of the last modification approved by the **Client**;
- d) Delivery date of all raw materials necessary for the production of the single order;
- e) Date of order confirmation;

The term "delivery" means the date on which the goods are ready to be loaded at the Supplier's factories (so-called goods ready notice). Any delay in partial or total delivery will not give the **Client** the right to withdraw from the contract, nor to claim compensation for direct or indirect damages, nor to delay the payment of the final price of previous supplies. However, any compensation for damages is limited to 1/20 of the total price, ex works of this order.

2.18 The delivery terms are legally extendable in the presence of causes of force majeure, fortuitous circumstances, or in any case, facts or circumstances not dependent on the **Supplier**. In this case, no request for direct or indirect, foreseeable or unforeseeable damages can be made by the **Client** to the **Supplier**.

2.19 By the month of July of each year of validity of the contract, the **Client** undertakes to communicate an indicative forecast of annual purchasing needs, which must in any case be followed by formal orders from the **Client**, at least "75 working days" in advance on the requested delivery date;

2.20 The **Supplier** undertakes to maintain a production capacity divided by month, and in any case corresponding to the needs of the **Client** and communicated in the indicative requirement forecast.

2.21 The estimate of the annual quantities is aimed at identifying the production availability of the **Supplier** and is not to be considered binding, except as provided in the previous article, for the **Client**, who will communicate its needs in the manner specified below.

2.22 From the date of receipt of the product, the **Client** will have a period of 8 working days available for possible disputes or requests for replacement of parts, in which case the **Client** is required to immediately return to the **Supplier** all goods deemed unsuitable. If such complaints are not received within the aforementioned deadline, the product will be considered accepted without reservations.

2.23 The product is guaranteed for one year from the date of delivery. The warranty, from which parts supplied by others are excluded, consists in the free supply ex-works of the parts for which the manufacturing defect has been ascertained, and not of those parts defective due to normal use and tear, by accident, by damage occurring during transport, by negligence, by errors in storage, inexperience or incompetence in using the product. Such replacements will be carried out after the **Supplier** will have ascertained the consistency of the defects complained of. Any other claim for damages of any kind or nature, before or after this deadline is excluded. Travel, food and accommodation expenses incurred by the Supplier's staff resulting from the above will be reimbursed by the **Client**.

2.24 The guarantee becomes void if the **Client** uses the products of the supply for a service other than that for which they were intended or modify their structure or their functioning or have repairs carried out on them by different people from those indicated by the **Supplier**.

2.25 The **Supplier** is exonerated from any liability deriving from any infringements of patents, trademarks, models that may be found on the products supplied

2.26 The measurements are indicated in the technical drawings where the tolerances are also indicated in addition to the tolerances inherent in the materials used.

2.27 These contractual conditions cannot be modified, unless explicitly signed by both parties.

2.28 This agreement will expire on 31.12.20... and is not subject to tacit renewal; however, by 30.04.20.. the parties will meet to eventually agree on a renewal of this agreement. It is understood that where the parties do not reach an agreement for the renewal of this, they will be able to resume their freedom of action without any compensation could be claimed from one or the other for any reason or cause; with the clarification that the **Client** may arrange to manufacture or have manufactured by third parties the same products made by the Supplier in execution of this agreement, while the **Supplier** will not be able to continue to manufacture and market the products manufactured by the drawing of the client..

2.29 The Court of Treviso is exclusively competent for any dispute relating to or dependent on this supply of product.

Read, approved and signed in Susegana (TV), on

The supplier
(Stamp and signature)

The Client
(Stamp and signature)

For the purposes of the articles. 1341 and 1342 of the Civil Code, the clauses indicated in points: 2.3, are specifically approved after having read : 2.7, 2.8, 2.9, 2.10, 2.13, 2.14, 2.15, 2.17, 2.18, 2.22, 2.28, 2.29

The supplier
(Stamp and signature)

The Client
(Stamp and signature)

ATTACHMENT A CONFIDENTIALITY AGREEMENT

....., VAT number, with registered office in, represented by Mr, domiciled for the role in, cod. fiscal in the capacity of (hereinafter referred to as the **Disclosing Part**)

AND

FABBRICA ITALIANA OCCHIALI SRL, with registered office in Treviso (TV), represented by Mr. Francesco ROTOLO in the capacity of President (hereinafter referred to as the **Receiving Part**)

The parties agree as follows

Art. 1 – Subject

1.1. This Agreement governs the confidentiality obligations to which the **Receiving Part** is bound with respect to Confidential Information, as defined in the following article, of which it becomes aware in carrying out the production activities of eyeglasses and sunglasses.

Art. 2 – Confidential Information

2.1. “Confidential Information” means all information acquired by the **Receiving Part**, in particular owned by the **Disclosing Part**, which is not in the public domain, provided that such information is indicated as confidential at the time of communication by the **Disclosing Part**.

2.2. Confidential Information may be acquired in any form (written, graphic, with example model) without any limitation.

2.3. Under no circumstances may information be considered Confidential that:

- is in the public domain on the date of signing this Agreement or becomes such following the aforementioned acquisition through an act or behavior not prohibited by the **Receiving Part**;
- were known and/or it can be demonstrated that they were known by the **Receiving Part** at the time of transmission;
- have been transmitted to the **Receiving Part** without expressly qualifying them as confidential;
- have been developed independently by the **Receiving Part** without using the Confidential Information; are revealed to the **Receiving Part** by a person other than the **Disclosing Part**, who is not bound by an obligation of secrecy relating to this Agreement and, in any case, become known to the **Receiving Part** for reasons not attributable to the same

Art. 3 – Obligations of the Receiving Part

3.1 **Receiving Part** undertakes to maintain absolute confidentiality regarding the Confidential Information acquired from **Disclosing Part** and Identified as confidential.

3.2. In particular, the **Receiving Part** undertakes to observe the following provisions:

- adopt all necessary and appropriate precautions and safety measures, according to the best professional standards of sector, in order to keep the information confidential, as well as in order to prevent unauthorized access, theft and manipulation of the same;
- strictly observe current legislation on privacy and protection of personal data;

3.3. **Receiving Part** may not use, transfer, reproduce or copy such confidential information in any form transmitted except for purposes inherent to the object of its activity;

Art. 4 – Intellectual property

4.1 Confidential Information provided by the **Disclosing Part** to the **Receiving Part** remains the property of the **Disclosing Part** and will be granted to the **Receiving Part** for the sole purposes indicated in the art. 1;

4.2. Under no circumstances will the **Receiving Part** be entitled to advance any right or claim with respect to the Confidential Information;

4.3. Under no circumstances does this Agreement offer and/or grant to the **Receiving Part** any right or grant of license or other right to use any present and future patents, trademarks, designs or other proprietary rights intellectual or industrial with respect to Confidential Information;

4.4. Under no circumstances will the **Disclosing Part** transfer Information that is not absolutely relevant to the activity of production of eyeglasses and sunglasses that the **Receiving Part** carries out on behalf of the **Disclosing Part**, these Information will under no circumstances be considered confidential;

Art. 5 – Return of documents

5.1. Upon expiration of this Agreement and/or in the event of its termination, the **Receiving Part** undertakes to return to **Disclosing Part** documents containing Confidential Information referred to in this Agreement;

Art. 6 – Duration period

6.1. This Confidentiality Agreement will have a duration of 3 years starting from the date of signing;

Art. 7 – Prohibition of transfer

7.1. No party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party;

Art. 8 – Modification

8.1. Any modification to this Agreement must be made in writing and signed by both parties;

Place: Susegana (TV), date:

Disclosing Part

Receiving Part

ATTACHMENT B
QUALITY CHECK

1. CHECKING TOOLS

- TECHNICAL DRAWINGS
- CALIBERS
- SAMPLES APPROVED BY THE CUSTOMER AND KEPT AS REFERENCE

2. CHECKING METHODS OF FRAMES

SUPPLIER

- RANDOMLY?
- 100% OF THE PRODUCT?

CUSTOMER

- RANDOMLY?
- 100% OF THE PRODUCT?

3. CHECKING TIMES

THE PRODUCTS MUST BE CHECKED WITHIN 8 DAYS FROM WHEN THE CUSTOMER RECEIVES THE GOODS
NON-COMPLAINED PRODUCTS ARE CONSIDERED ACCEPTED

4. TOLERANCES

TOLERANCES ARE SPECIFIED IN THE TECHNICAL DRAWINGS APPROVED BY THE CUSTOMER

5. SUBJECT OF QUALITY CONTROL

- QUALITY OF WORKMANSHIP
- MEASURES
- CONFORMITY WITH THE SAMPLE APPROVED AND KEPT AS REFERENCE

6. COMPLAINTS

- COMPLAINTS MUST BE MADE IN WRITING WITH ATTACHED TWO PHOTOS, ONE 1/1 SCALE AND ONE 500% MAGNIFIED WHERE IT IS CLEAR THE PROBLEM
- THE DISPUTED PRODUCTS MUST BE RETURNED IMMEDIATELY TO THE SUPPLIER TO ALLOW HIM TO ANALYZE DEFECTS AND IDENTIFY THEIR CAUSES

7. DEFECTS

- THE MAXIMUM ACCEPTABLE DEFECT PERCENTAGE IS 2% OF EACH LOT OF PRODUCTION

ATTACHMENT C (EXAMPLE)

CALENDAR OF SUPPLIER'S AND CUSTOMER'S WORKING DAYS

Attach image of the 20.. calendar with the working days of both parties

ATTCHMENT D (DRAFT)

ANNUAL FORECAST 20..

20,400 FRAMES

QUARTERLY FORECAST 20..

<i>1ST QUARTER</i>	5,100 FRAMES
<i>2ND QUARTER</i>	5,100 FRAMES
<i>3rd QUARTER</i>	5,100 FRAMES
<i>4TH QUARTER</i>	5,100 FRAMES

MONTHLY FORECAST 20..

JANUARY	1,700 FRAMES
FEBRUARY	1,700 FRAMES
MARCH	1,700 FRAMES
APRIL	1,700 FRAMES
MAY	1,700 FRAMES
JUNE	1,700 FRAMES
JULY	1,700 FRAMES
AUGUST	1,700 FRAMES
SEPTEMBER	1,700 FRAMES
OCTOBER	1,700 FRAMES
NOVEMBER	1,700 FRAMES
DECEMBER	1,700 FRAMES

ATTACHMENT E

QUARTERLY STOCK OF RAW MATERIALS

DELIVERIES 1ST QUARTER

1. Raw material orders must be sent to suppliers by June 1st for the establishment of the stock relating to the first quarter of the following year (deliveries from 15 January to 15 March);
2. The date of June 10th must be considered mandatory to have reasonable certainty that the suppliers will deliver all raw materials before the scheduled production start date;
3. The availability of raw materials allows the Supplier to be able to start producing on planned time ;
4. Payment for the raw materials by the Client will be made before 10 June each year;

DELIVERIES 2ND QUARTER

1. Raw material orders must be sent to suppliers by September 1st for establishment stock relating to the second quarter of the following year (deliveries from 15 April to 15 June);
2. The date of 10 September must be considered mandatory to have reasonable certainty that suppliers will deliver all raw materials before the scheduled production start date;
3. The availability of raw materials allows us to start producing within the planned time;
4. Payment for the raw materials by the Client will be made before September 10th of each year;

DELIVERIES 3RD QUARTER

1. Raw material orders must be sent to suppliers by January 1st for the establishment of the stock relating to the third quarter of the year (deliveries from 15 July to 15 September);
2. The date of January 10th must be considered mandatory to have reasonable certainty that the suppliers will deliver all raw materials before the scheduled production start date;
3. The availability of raw materials allows us to start producing within the planned times;
4. Payment for the raw materials by the Client will be made before January 10th of each year;

DELIVERIES 4TH QUARTER

1. Raw material orders must be sent to suppliers by May 1st for the establishment of the stock relating to the fourth quarter of the year (deliveries from 15 October to 15 December);
2. The date of May 10th must be considered mandatory to have reasonable certainty that the suppliers will deliver all raw materials before the scheduled production start date;
3. The availability of raw materials allows us to start producing within the planned times;
4. Payment for the raw materials by the Client will be made before May 10th of each year;

**WHEN ALL THE RAW MATERIALS WILL BE AVAILABLE THE SUPPLIER WILL START PRODUCTION
PRODUCTION OF THE ORDER**