

**LUXOTTICA AUTHORIZED RETAILER AGREEMENT**  
**CUSTOMER CODE [...]**

PARTIES	
DISTRIBUTOR	
Company Name	Luxottica USA LLC
Registered Address	12 Harbor Park Drive, Port Washington, NY 11050
Email address	ARA@us.luxottica.com

RETAILER	
Company Name	<i>[Note: please insert here the name of Retailer's legal entity]</i>
Registered Address	<i>[Note: please insert here Retailer official business address]</i>
Signed by	<i>[Note: please insert here the name of the legal representative of the company or the name of the person entitled to sign the ARA]</i>
Title	<i>[Note: please insert there the job title of the person entitled to sign the ARA (i.e. "legal representative" or "store manager")]</i>
Email address	
I hereby certify the above information is correct and that I am authorized on behalf of Retailer to execute the following Authorized Retailer Agreement	

EXECUTION DATE

**Executive Summary:**

This authorized retailer agreement is entered into by and between Luxottica USA LLC and you to grant you the right to sell, as an authorized non-exclusive retailer of products sold by Luxottica, including eyewear and/or sunglasses and related accessories, bearing those trademark(s), name(s) and/or logo(s) identified herein. This agreement shall remain in effect for one (1) year, commencing on the date you execute it. This agreement will automatically renew for successive one (1) year periods unless either party provides written notice by letter, fax or e-mail to the other of its intention not to renew this agreement at least thirty (30) days prior to the beginning of any such renewal period.

You shall market, promote, and sell Luxottica Product (as defined herein) in strict compliance with the qualitative criteria set out in this agreement and with any other guidelines or standards provided by Luxottica USA LLC, including but not limited to the Ray-Ban and Vogue Promotion Guidelines. By executing this agreement you undertake to:

- (i) purchase Luxottica Product exclusively from Luxottica USA LLC;
- (ii) sell Luxottica Product only to individual consumers at Approved Locations (as defined below);
- (iii) use point of sales materials provided by Luxottica USA LLC in accordance with this agreement and the instructions from time to time provided by Luxottica USA LLC.

This authorized retailer agreement (the "**Agreement**") is entered into by and between **LUXOTTICA USA LLC** ("**Luxottica**") and the Retailer identified on the front page above.

**1. APPOINTMENT.** Luxottica appoints Retailer, and Retailer accepts such appointment, as an authorized non-exclusive retailer of those products Luxottica is authorized to sell that it makes available to Retailer from time to time in its sole discretion bearing those trademark(s), name(s) and/or logo(s) listed in **Appendix A ("Luxottica Product")**. Luxottica may amend or supplement Appendix A, and any such amendments or supplements will be effective as of the date Luxottica notifies Retailer thereof. Retailer undertakes to purchase Luxottica Product exclusively from Luxottica and is authorized to sell Luxottica Product only to individual consumers at the locations which shall be agreed between the parties ("**Authorized Locations**") within the United States of America and Canada (the "**Territory**"); or from internet websites agreed between the parties that are directed towards consumers in the Territory and comply with the provisions of this Agreement and the Qualitative Criteria (as hereinafter defined) and that have been approved in writing in advance by Luxottica ("**Authorized Websites**", and together with Authorized Locations "**Approved Locations**"). Luxottica shall notify Retailer of those brands of Luxottica Product it is authorized to sell at each Approved Location.

**2. DISTRIBUTION POLICY.** (a) Retailer shall market, promote, and sell Luxottica Product through Approved Locations only and in strict compliance with the qualitative criteria set out in **Appendix B ("Qualitative Criteria")**. Luxottica, Luxottica Group S.p.A. and its affiliates or their licensors may amend or supplement the Qualitative Criteria, and any such amendments or supplements will be effective as of the date Luxottica notifies Retailer thereof. (b) Luxottica, Luxottica Group S.p.A. and its affiliates and its licensors may from time to time adopt, amend or supplement a specific distribution policy or brand standards with respect to some or all Luxottica Product. Any such distribution policies or brand standards will be effective as of the date Luxottica notifies Retailer thereof. (c) If Retailer or any Approved Location fails to comply with the Qualitative Criteria then Luxottica may, by written notice to Retailer: (i) partially terminate this Agreement with respect to one or more Luxottica Product brands or one or more of the Approved Locations with immediate effect; or (ii) terminate this Agreement in accordance with Article 12.

**3. INTERNET SALES.** Any promotion or sale of Luxottica Product by Retailer over the internet is only permitted from Authorized Websites provided that: (a) such use does not adversely affect the reputation or image of Luxottica, Luxottica Group S.p.A or the Trademarks; and (b) such promotion or sale is carried out (i) in full compliance with applicable law and (ii) in accordance with Article IV of Appendix B of this Agreement.

**4. RESALE POLICY.** Retailer shall not sell or otherwise divert Luxottica Product to any other entity or individual it knows or reasonably believes will resale such product and specifically no Luxottica Product shall be diverted to any swap meet, flea market, Internet site, or other retailer for resale or exhibition, nor may Luxottica Product be sold in mass quantity, including by lots or bins. Retailer agrees that it will educate its employees regarding this provision. In the event that any Luxottica Product is sold in breach of this Agreement, Luxottica reserves the right to terminate this Agreement in whole or in part and Retailer agrees (without prejudice to any other rights or remedies of Luxottica under this Agreement or otherwise), to reimburse Luxottica for the repurchase or recovery by Luxottica of any such Luxottica Product sold in breach of this Agreement. Luxottica reserves the right to implement and utilize a product traceability system. Luxottica ensures that any information obtained through the product traceability system is handled sensitively, securely and in accordance with applicable law.

**5. USE OF TRADEMARKS** Luxottica hereby grants Retailer a non-exclusive, limited right and license to use the name(s), trademark(s) and logo(s) for those brands associated with the Luxottica Product for which Retailer is authorized to sell at the Approved Locations ("**Trademark(s)**") solely for the purpose of advertising and promoting the sale of such Luxottica Product in connection with the applicable Approved Location in accordance with this Agreement and/or any other advertising policies that may be communicated by Luxottica to Retailer in writing from time to time. Retailer shall not be entitled to use any of the Trademarks as part of its corporate and/or commercial name or as part of any URL. All rights in and to the Trademarks not expressly granted herein are reserved by Luxottica, its affiliates and their licensors.

**6. POINT OF SALE MATERIALS, PROMOTION AND ADVERTISING; PROMOTION GUIDELINES.** (a) Luxottica may furnish to Retailer point of sale materials for Luxottica Product at no charge. These materials may include, without limitation, window displays, posters, counter cards, product images, promotional materials and the like, in physical or digital format ("**POS Materials**"). Luxottica hereby grants Retailer a non-exclusive limited right and license to publicly display and distribute the POS Materials within Approved Locations and for the time period indicated on the POS Materials in accordance with this Agreement. Luxottica may also provide Retailer with branded installations and display cases for use in Authorized Locations. All rights not expressly granted herein are reserved. (b) Retailer undertakes to comply with the promotion guidelines provided by Luxottica from time to time, including the promotion guidelines for both Ray-Ban and Vogue (the "**Ray-Ban and Vogue Promotion Guidelines**"). Such guidelines shall be made available in writing by Luxottica, including through the "My Luxottica" web portal. Retailer acknowledges that the Ray-Ban and Vogue Promotion Guidelines form part of this Agreement. In the case of non-compliance with or non-fulfilment of what is provided in the Ray-Ban and Vogue Promotion Guidelines Luxottica shall have the right to terminate this Agreement with immediate effect. (c) Luxottica may furnish Retailer with training materials from time to time. Retailer undertakes to comply with all restrictions, disclaimers and notifications that may accompany such materials or may otherwise be provided by Luxottica in writing.

**7. PACKAGING.** Retailer agrees that it will not modify the packaging of Luxottica Product in any respect, including by adding any bar code or other markings, without the prior written consent of Luxottica.

**8. RIGHT TO INSPECT.** Luxottica or its representatives may visit and inspect the Approved Locations from time to time to determine Retailer's compliance with the terms and conditions of this Agreement.

**9. TERMS AND CONDITIONS OF SHIPMENTS, DELIVERY, PRICES AND PAYMENTS.** Luxottica shall deliver the Luxottica Product in accordance with the shipping method and terms of shipment as indicated by Luxottica from time to time. All such additional terms and conditions are incorporated herein by reference.

**10. RETURNS AND/OR EXCHANGES.** (a) Retailer shall provide customers with the information notes and/or leaflets, if any, delivered with Luxottica Product they have purchased. Retailer shall provide after-sale service and maintenance expeditiously. (b) Retailer shall respect and observe the warranty policies in effect with respect to Luxottica Product, as may be revised from time to time and notified in writing to Retailer. (c) Retailer shall cooperate fully and promptly with Luxottica in case of a general recall procedure of defective Luxottica Product.

**11. TERM.** This Agreement shall remain in effect for one (1) year, commencing on the date Retailer executes this Agreement. This Agreement will automatically renew for successive one (1) year periods unless either party provides written notice by letter, fax or e-mail to the other of its intention not to renew this Agreement at least thirty (30) days prior to the beginning of any such renewal period.

**12. TERMINATION. (a)** In addition to the other rights and remedies available to it under this Agreement or applicable law, Luxottica may terminate this Agreement for any reason whatsoever by giving thirty (30) days' prior written notice by letter, fax or e-mail to Retailer. **(b)** Luxottica may also terminate this Agreement, in whole or in part (e.g. in respect of specific Luxottica Product), immediately if any of the following occurs: *(i)* Retailer ceases to do business as a going concern, or if proceedings in bankruptcy, arrangement, reorganization or for the appointment of a receiver or any analogous event under any jurisdiction is commenced or filed by or against Retailer; *(ii)* Retailer makes an assignment for the benefit of creditors or any other unauthorized assignment; *(iii)* the death or mental or physical incapacity of Retailer's principals; *(iv)* the commission by Retailer, its employees, contractors or agents of any act that is criminal or otherwise in violation of applicable laws; *(v)* any marketing or advertising or sale of Luxottica Product is carried out by Retailer that does not comply with this Agreement; *(vi)* Retailer sells counterfeited products; *(vii)* Retailer sells Luxottica Product not in accordance with Article 4 (Resale Policy); or *(viii)* Retailer fails or ceases to act in compliance with this Agreement (including without limitation any failure to comply with the Qualitative Criteria, or Article 15 (Code of Ethics)).

**13. POST-TERMINATION OR EXPIRATION.** Upon any termination (in whole or in part) or expiration of this Agreement, Retailer shall within thirty (30) days after termination or expiration of this Agreement remove from the applicable Approved Locations the POS Materials, all Trademarks, all other branding (including logos, signage and plaques) and materials relating to the applicable Luxottica Product (i.e. catalogues and brochures) or any other material provided by virtue of this Agreement as required by Luxottica and shall cease to use or display the same.

**14. LIMITATION OF LIABILITY.**

(A) IN NO EVENT SHALL LUXOTTICA BE LIABLE TO RETAILER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS, LOSS OF BUSINESS OR THE LIKE), ARISING OUT OF OR RELATING TO THIS AGREEMENT REGARDLESS OF THE CAUSE OR THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY OR OTHERWISE, EVEN IF LUXOTTICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(B) SUBJECT TO PARAGRAPH (A) OF THIS ARTICLE, THE MAXIMUM AGGREGATE LIABILITY OF LUXOTTICA UNDER THIS AGREEMENT SHALL (TO THE FULLEST EXTENT PERMITTED BY THE LAW) NOT EXCEED THE TOTAL VALUE OF LUXOTTICA'S SALES TO RETAILER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE APPLICABLE CLAIM OCCURS, LESS ANY APPLICABLE DISCOUNT AND REBATES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY OR OTHERWISE EVEN IF LUXOTTICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

(C) AS BETWEEN LUXOTTICA AND RETAILER, LUXOTTICA EXCLUDES AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**15. CODE OF ETHICS.** Retailer undertakes to comply with (and shall procure that any employee, contractor or agent engaged by the Retailer to perform any of the activities contemplated by this Agreement complies with) the Code of Ethics of the Luxottica Group, published online at [www.luxottica.com](http://www.luxottica.com). By entering into this Agreement, Retailer warrants that it has read that Code of Ethics (and shall procure that any employee, contractor or agent engaged by the Retailer to perform any of the activities contemplated by this Agreement shall promptly read it) and the parties agree that the Code of Ethics forms part of this Agreement. In the case of non-compliance with or non-fulfilment of what is provided in this Article 15, Luxottica shall have the right to terminate this Agreement with immediate effect. Retailer is exclusively responsible for any civil or other penalties that result from Retailer's breach of and/or non-compliance with this Article 15.

**16. Dispute Resolution.** This provision governs the resolution of all "Claims," as defined below, whether in federal, provincial, or state court.

**(A) "Claim"** means any claim, dispute or controversy between the Retailer and Luxottica, including but not limited to, those arising out of or related to this Agreement that arise during or after the term of this Agreement. "Claim" has the broadest possible meaning, and includes (i) initial claims, counterclaims, cross-claims and third-party claims and (ii) those based on contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). Prior to initiating a Claim, the party asserting the Claim (the "**Claimant**") shall give the other party (the "**Defending Party**") written notice explaining the nature of the Claim and the demanded relief and a reasonable opportunity, not less than 30 days, to resolve the Claim on an individual basis. The Claimant must reasonably cooperate in providing information about the Claim that the Defending Party reasonably requests. The Claimant may not send a notice to the Defending Party on behalf of any party other than itself. This paragraph does not apply to, limit or modify, in any way, the termination or post-termination provisions contained in this Agreement.

**(B) CLASS ACTION WAIVER.** IF ANY CLAIM IS NOT RESOLVED AFTER FOLLOWING THE ABOVE PROCEDURE AND THE CLAIMANT INITIATES A LAWSUIT, SUCH LAWSUIT MAY ONLY SEEK RELIEF FOR THE CLAIMANT ALONE AND NOT ANY OTHER PERSON OR ANY CLASS, AND NOT AS A PRIVATE ATTORNEY GENERAL. NO PARTY TO THIS AGREEMENT WILL INITIATE SUCH A CLASS ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR PARTICIPATE AS A MEMBER OR BENEFICIARY IN ANY SUCH ACTION BROUGHT BY ANYONE ELSE. THIS PROVISION APPLIES TO ANY PARENT, SUBSIDIARY, AFFILIATE OR SUCCESSOR OF A PARTY, AND/OR ANY SHAREHOLDER(S), MEMBER(S), OWNER(S), OFFICER(S), DIRECTOR(S), AGENT(S) AND/OR EMPLOYEE(S) OF ANY SUCH PARTY (ALL OF WHOM SHALL BE CONSIDERED THIRD-PARTY BENEFICIARIES OF THIS SECTION 16).

**(C) WAIVER OF RIGHT TO TRIAL BY JURY.** THE RETAILER AND LUXOTTICA ACKNOWLEDGE THAT WHERE THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT IT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, THE RETAILER AND LUXOTTICA KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

**(D) ATTORNEY'S FEES.** RETAILER AND LUXOTTICA AGREE THAT THE PREVAILING PARTY IN ANY LITIGATION CONCERNING THIS AGREEMENT OR THE BREACH THEREOF SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES AND COSTS IN ADDITION TO ANY OTHER DAMAGES AWARDED. THE FOREGOING IS NOT SUBJECT TO THE LIMITATIONS SET FORTH IN ARTICLE 14 HEREOF.

**17. MISCELLANEOUS.** **(a) Amendments.** Unless otherwise provided for herein, this Agreement may only be amended in a writing signed by both Luxottica and Retailer. **(b) Waiver.** The failure by a party to exercise or enforce any rights conferred by this Agreement shall not be deemed to be a waiver of any such rights not to operate so as to bar the exercise or the enforcement thereof at any time thereafter. **(c) Assignment.** Retailer may not sell, transfer, assign or otherwise transfer this Agreement or any rights arising under it to any third party without the prior written consent of Luxottica. **(d) Severability.** If any provision of this Agreement is deemed invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable (or if not possible, it shall be deemed deleted). Any such modification or deletion shall not affect the validity and enforceability of the rest of this Agreement. **(e) Conflict.** In the event that any term of this Agreement that is incorporated by reference conflicts with the terms and conditions agreed by the parties herein, the terms and conditions of this Agreement shall prevail. All Retailer standard terms and conditions are hereby excluded. **(f) Survival.** Those terms which by their nature should survive shall survive termination or expiration of this Agreement, including Articles **8, 10, 13, 14, 16, 17, 18, 19 and 20.** **(g) Notices.** Unless otherwise provided herein, all notices given under this Agreement must be in writing and sent by letter, fax or e-mail, at the addresses provided herewith in the cover page of this Agreement. All notices will be effective upon receipt. **(h) Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, discussions and agreements relating to the subject matter hereof.

**18. GOVERNING LAW AND JURISDICTION.** This Agreement and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of law principles. The federal and state Courts of New York City, New York shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

**19. INJUNCTIVE RELIEF.** Retailer acknowledges and agrees that due to the unique nature of the subject matter of this Agreement, there may be no adequate remedy at law for breach of certain obligations hereunder, that any such breach may result in irreparable harm to Luxottica and therefore, that upon Retailer's breach or threat thereof, Luxottica shall be entitled to injunctive relief and other appropriate equitable relief in addition to whatever remedies it may have at law.

**20. CONFIDENTIALITY.** Retailer shall keep confidential and not disclose to any third party the terms of this Agreement, any confidential information regarding Luxottica Product and any other confidential information furnished to Retailer by Luxottica except as otherwise required by law.

**Appendix A**  
**Luxottica brand Portfolio**

- Armani Exchange
- Brooks Brothers
- Burberry
- Bvlgari
- Coach
- Disney
- Donna Karan - DKNY
- Dolce & Gabbana
- Emporio Armani
- Giorgio Armani
- Luxottica
- Michael Kors
- Miu Miu
- Persol
- Polo
- Polo Prep
- Prada
- Prada Linea Rossa
- Ray-Ban
- Ralph
- Ralph Lauren
- Sferoflex
- Tiffany & Co.
- Tory Burch
- Versace
- Vogue

## **Appendix B**

### **Qualitative Criteria**

#### **Qualitative Criteria to be complied with by the Retailer**

##### **I PROFESSIONAL QUALIFICATIONS**

Retailer must employ a sufficient number of employees to cover each Authorized Location, the number of brands in each Authorized Location and the quantity of products present in order to be able to offer the best presentation services and the best advice.

##### **II THE VENUE**

The sign, state and atmosphere inside and outside each Authorized Location, together with the products sold therein, must match the prestige and notoriety of the Trademark(s) at all times.

###### **A. Sign**

Store signage for each Authorized Location must not be depreciative or offensive to the Trademark(s). A sign whose image is consistent with the low quality of the decoration or presentation of the articles and/or services sold in and offered at an Authorized Location will be considered to do so. Retailer may not use the Trademark(s) in any part of the sign.

###### **B. State and Atmosphere of each Authorized Location**

###### **1. External atmosphere**

The atmosphere outside each Authorized Location will be evaluated for compliance with these Qualitative Criteria based on the following criteria:

- a) quality of the venue;
- b) absence of elements that are depreciative to the Trademark(s).

###### **2. Internal Atmosphere**

If one or several activities in addition to the sale of glasses and sunglasses are carried out inside an Authorized Location, Luxottica will take the following elements into consideration in order to determine compliance with these Qualitative Criteria:

- a) the importance of this/these activity/activities;
- b) the internal/external presentation of this/these activity/activities;
- c) the nature and presentation of the assortment of articles, other than the optical products, that are marketed in close proximity to the optical products;
- d) the absence or presence of elements that are depreciative to the Trademark(s).

###### **C. Overall Quality of each Authorized Location**

The overall quality of each Authorized Location will be evaluated to determine compliance with these Qualitative Criteria based on objective qualitative criteria determined by Luxottica, including, but not limited to:

- a) its general appearance and accessibility;
- b) the quality of the external atmosphere as defined in point 1) above;
- c) the quality of the internal atmosphere as defined in point 2) above;
- d) the quality of the presentation of the products;
- e) the quality and attention paid to the layout, decoration and maintenance of the Authorized Location;
- f) the quality of the display area and the shelving of the Authorized Location;
- g) the quality, obsolescence and cleaning of the fixtures and decorative elements (floors, walls, ceilings, lighting, windows and POS elements).

##### **III SALES METHODS**

The sales and marketing techniques of Retailer's sales personnel and their personal appearance and demeanor shall be in accordance with Luxottica standards and in line with the prestige of the Trademarks. Retailer agrees to require sales personnel to be familiar with Luxottica Products and to participate in product education clinics provided from time to time by authorized Luxottica representatives.

##### **IV INTERNET SALES**

It is required that Authorized Websites comply with the following criteria:

- a). The technical characteristics and content of each Authorized Website must respect applicable laws regarding privacy and secure payments.
- b). Unless prior different authorization is given in writing by Luxottica, each Authorized Website must be an autonomous and independent entity, be directly accessible and not accessed through other sites identified with the name or a logo of third parties, and be free from other sites and shopping networks. Authorized Websites can not be structured or linked to sales platforms that use auctions.
- c). Images of Luxottica Product reproduced on an Authorized Website shall be provided by Luxottica, or, if realized by Retailer, must comply with the following:
  - Images must be of Luxottica Product only, and not in or near any display.
  - Images may not include any Trademarks.

- Images of Luxottica Product shall be presented on a pure white background only.
- Main image should be at a three-quarters view.
- Images uploaded must be at least 920px on the longest size.
- Images must be in color, not black and white.
- Images must show the entire product and be tightly cropped.
- Images should not be visibly marked with watermarks, borders, color palettes, other decorations or text, including any promotional text such as "sale" or "free shipping".
- Images can not be presented as a sketch or digitally created.
- Images shall solely represent the Luxottica Product the final consumer will purchase without any other products, items, or accessories that are not part of the listing.
- Images must comply with the provisions of the Ray-Ban and Vogue Promotion Guidelines.

d) Luxottica Product offered for sale on an Authorized Website may not be second hand or even slightly used.

e) Luxottica Product must be listed using **(i)** the Luxottica UPC code, if any, or, alternatively, **(ii)** the model/caliber/color details.

f). Retailer cannot use the Trademark(s) in any part of its domain name nor add links within an Authorized Website to the site of the owner of the Trademark(s).

g). The information on the Trademark(s) and the catalogue of Luxottica Product must be immediately accessible from the homepage or be reached directly using the Authorized Website search box.

h). Retailer must not fill, add, send, share, save or make the content of any Authorized Website available using methods that could constitute, encourage or provide instructions that give rise to criminal offences, or result in violation of the rights of any person, or that could give rise to liability or a violation of any provision of national or international law.

i). Retailer will ensure that, as the result of any searches using the keywords containing the Trademark(s), the Authorized Website is identified with a clear reference to the corporate name of the Retailer and does not generate any confusion with the owner of the Trademark(s).