

**MINIMUM ADVERTISED PRICE POLICY FOR THE UNITED STATES AND CANADA
FOR THE KICHLER AND ÉLAN BRANDS
Effective date: November 1, 2025**

Coletto Brands, LLC ("Coletto") has adopted the following unilateral Minimum Advertised Price ("MAP") Policy for the United States and Canada (the "Policy") for select Kichler® and élan® branded-product offerings (MAP Products, as defined below). This Policy applies to all authorized sellers in the United States and Canada (each, a "Coletto Seller"), is effective November 1, 2025, and replaces and supersedes all prior policies or representations applicable to Coletto Sellers regarding minimum advertised prices or minimum resale prices for the MAP Products made or issued by Coletto or any of its affiliates.

Coletto has worked hard to ensure that all sellers of Kichler and élan products provide end consumers of our products with the kind of advice, service, knowledge, and support necessary to maintain the high level of customer satisfaction developed and expected of the Kichler and élan brands. Coletto believes that certain advertising practices are inconsistent with its competitive strategy for these products and for the brand image as an industry leader. These practices also may undermine the commitment of Coletto and the Coletto Sellers to provide an appropriate level of service, merchandising, advertising and promotion in the support of Coletto's strategy for "MAP Products" (as so designated from time to time by Coletto in its price book or otherwise) and in turn, the brand image of the Kichler and élan brands.

In keeping with the strategy outlined above, Coletto has adopted the following Policy:

1. Coletto has established a Minimum Advertised Price ("MAP") for MAP Products as designated in Coletto's price book from time to time. Coletto is solely responsible for (1) establishing the MAP for each MAP Product and (2) communicating the Policy to all Coletto Sellers (including via directing any distributors to pass down the Policy to their reseller customers).
2. It is a violation of this Policy to advertise MAP Products at a consumer advertised price lower than the MAP.
3. The terms "advertising" and "advertisement" include all promotional or pricing information related to MAP Products displayed in any type of media, including, but not limited to: print, radio, television, websites, mobile applications, social media, paid search ads / pay-per-click ads, display ads, product listing ads, affiliate marketing networks/comparison shopping engines, sponsored links, Seller-initiated text messages or emails to customers or prospective customers, any other marketing or promotional materials whether displayed online, through broadcast, or other media.
4. The terms "advertising" and "advertisement" do not include: (a) signage and other pricing information displayed within a brick-and-mortar selling location; and (b) pricing information displayed at the "Final Online Checkout Stage" (which is when the MAP Product is put into an online shopping cart that contains the customer's name, shipping address, email address, and payment information for a transaction). Please note that pricing information in the Final Online Checkout Stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the Seller's own website.
5. For purposes of this Policy, the "consumer advertised price" is the net price that results from the application of any advertised coupons, giveaways, rebates or other consideration provided in connection with the advertised price.
6. Direct or indirect attempts to circumvent this Policy violate this policy. Other advertisements that violate this Policy include, but are not limited to:
 - (a) Offering coupons, discounts, rebates, or other inducements that, when applied, result in an advertised price lower than the MAP, including through use of a storewide sale, [a department-wide sale], category-wide sale, website-wide sale, promotional code, or other similar provision that can be applied to the MAP Products.
 - (b) Bundling MAP Products with other products or services (whether made by or provided by Coletto or another entity) in a manner that implies below-MAP pricing for the bundled MAP Product(s).

- (c) Strikeouts or strikethroughs of advertised pricing information, “see price in cart,” or other statements that suggest a lower price for a MAP Product may be found at the Final Online Checkout Stage.
 - (d) Permitting any third-party to alter the advertised price for any MAP Product.
7. It is not a violation to advertise that a customer may “call for price,” “text for price,” or “email for price” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response.
 8. It is not a violation to advertise free or reduced-price shipping, as long as such offer applies to all or almost all other products offered by the Seller in the same product category.
 9. Coletto reserves the right, in its sole discretion, to change the MAP generally or with respect to certain products and, if it does so, it will endeavor to provide notice of such change at least 30 days in advance. This Policy shall not apply to products that are designated as obsolete or discontinued by Coletto in its sole discretion.
 10. Coletto Sellers are free to establish their own actual sale prices and advertising policies for Coletto Products, including all MAP Products. **This Policy applies only to advertised price. It does not apply to the prices at which MAP Products are actually sold.**
 11. If any Coletto Seller fails to comply with this Policy, the consequences set forth on **Exhibit 1** shall apply. Coletto will enforce this Policy in its sole discretion. Coletto Sellers have no right to enforce this Policy.
 12. Notwithstanding the provisions of **Exhibit 1**, any violation of this Policy that occurs more than 12 months before the most recent violation will no longer be considered a violation for purposes of calculating the appropriate level of consequence.
 13. On a limited or infrequent basis, holiday or other short-term promotion exceptions may be announced in advance by Coletto, in its sole discretion. Such holiday or promotion exceptions will be applicable to all Coletto Sellers. Any Coletto Seller that advertises a MAP Product in accordance with the terms of the authorized promotion or holiday will not be deemed to have violated the Policy.

This Policy does not constitute an agreement between Coletto and any other entity. Coletto has adopted this Policy unilaterally in furtherance of its independent business strategy for its brands. Each Coletto Seller is free to decide independently whether to follow this Policy. **We do not seek and will not accept any promise of compliance with this Policy from any Coletto Seller or other party.**

This Policy is not negotiable. No Coletto employee or representative is authorized to, nor will Coletto, modify, interpret, grant exceptions to, or change this Policy for any particular Coletto Seller. Coletto alone will implement, interpret and enforce this Policy in its sole discretion and independent judgment. Coletto does not solicit or expect, nor will Coletto accept, any assistance from or agreement with its customers about their compliance with this Policy or its implementation, interpretation or enforcement. Any questions about this Policy should be submitted in writing and directed to Coletto’s MAP Policy Administrator at brandprotection@kichler.com. Coletto will accept no other form of communication from Coletto Sellers regarding the Policy.

Please make sure that all appropriate people in your organization receive a copy of this Policy. Coletto reserves the right to amend, modify, or discontinue this Policy at any time, and Coletto will notify all Coletto Sellers of any such amendment, modification, or discontinuation. This Policy is in addition to and separate from all other Coletto policies.

Thank you for your continued support of Coletto Brands and the Kichler and élan brands.

Exhibit 1 (Effective November 1, 2025)
Consequences for violations by any Coletto Seller

Violations are counted on a 1-year rolling basis

- (a) First Violation: Written Warning (may be via email). If applicable, Preferred status and deep linking capabilities on the Kichler website will be revoked for 30 days.
- (b) Second Violation: For 15 days, the Coletto Seller will not be permitted to buy the violating Kichler Lighting products from Coletto, and will not be authorized to purchase such products from any distributor.
- (c) Third Violation: For 30 days, the Coletto Seller will not be permitted to buy the violating Kichler Lighting products from Coletto, and will not be authorized to purchase such products from any distributor.
- (d) Fourth Violation: For 30 days, the Coletto Seller will not be permitted to buy any products in the violating Kichler Lighting product's family from Coletto, and will not be authorized to purchase such products from any distributor. If product family for the violating product(s) is "No Family" then the consequences will apply only to the violating products.
- (e) Fifth Violation: For 30 days, the Coletto Seller will not be permitted to buy Kichler Lighting MAP Products from Coletto, and will not be authorized to purchase such products from any distributor.