



## UNDER ARMOUR INTERNET SALES POLICY FOR E.U. DEALERS

To protect and preserve the value, goodwill, reputation and competitive standing of the Under Armour® brand, and to ensure that Under Armour® products are displayed in a high quality manner that enhances their market performance, Internet Dealer agrees to comply with the rules listed below as a condition to become and remain an Authorized Under Armour Internet Dealer (“Internet Dealer”).

1. **Internet Dealer must not suggest or imply that it is related in any way to the official Under Armour website.** This prohibition extends to Internet Dealer’s website, advertisement, sponsored link, and any on-line marketing.
  - a. Internet Dealer’s domain(s) and URL(s) must not contain any Under Armour trademark, including “Under Armour,” “UA,” or any other trademark used or owned by Under Armour (e.g. “ColdGear,” “HeatGear,” “AllSeasonGear”), including any variation or combination of these words or trademarks with each other or with other words; *unless* that trademark appears to the right of the country code domain name suffix i.e., *co.eu*.
  - b. Internet Dealer may use terms such as “Under Armour Headquarters,” “Under Armour Outlet,” “Under Armour Depot” or “Under Armour Store” only when clearly and obviously associated with Internet Dealer, e.g., “Under Armour Store at Ian’s Rugby Shop,” or “Ian’s Authorized Under Armour Shop.”
  - c. In all sponsored links for any Under Armour trademark, the Internet Dealer must include “Authorized Dealer” in either the ad title or text.
  - d. In order to protect and preserve the value, goodwill, reputation and competitive standing of the Under Armour® brand, Internet Dealer shall use superlatives sparingly and only with justification when describing the quantity of its Under Armour inventory, the pricing of its Under Armour® products, or the shopping experience for Under Armour through its website, on any website, in any advertisement, sponsored link, or any other on-line marketing used, paid for or associated with Internet Dealer.
2. **Internet Dealer’s approved websites must convey a high quality and premium image both for Under Armour® products and for Internet Dealer.** Under Armour must approve in advance, in writing, any website used by Internet Dealer for the sale of Under Armour® products.
  - a. In accordance with official Under Armour policy, Internet Dealer must not associate Under Armour products with any qualification that may suggest that Under Armour is not a premium brand, or that the specific products offered for sale have less value than the typical Under Armour product. Therefore, without prejudice to the right to establish its resale prices, Internet Dealer must not use terms such as “cheap,” “excess,” or “liquidation” in connection with the Under Armour® products on any website, in any advertisement, sponsored link, or any other on-line marketing used, paid for or associated with Internet Dealer. This also applies on occasions when Under Armour® provides reduced suggested retail prices on discontinued styles and colors. (Internet

Dealers choosing to follow such reduced prices must show both the original and reduced price.)

- b. Internet Dealer must use only those product images, athlete images, marketing banners and video clips provided or authorized by Under Armour within the two most recent calendar years (“Authorized Images”) on any website, advertisement, sponsored link, or any other on-line marketing used, paid for or associated with Internet Dealer.
- c. Under Armour® products offered for sale by Internet Dealer must be in Internet Dealer’s existing inventory of Under Armour® products.

**3. Third party websites must follow the rules below.**

- a. In order to protect and preserve the value, goodwill, reputation and competitive standing of the Under Armour® brand, Internet Dealer must not sell Under Armour® products using any auction process on any third party website.
- b. Internet Dealer must not advertise or market Under Armour® products on third-party websites, including affiliate websites, unless that advertising or marketing clearly and conspicuously identifies the Internet Dealer as the seller of the product and complies with the requirements of this Internet Sales Policy. Under Armour reserves the right to approve or disapprove, in accordance with those principles, any third-party website on which Internet Dealer advertises or markets Under Armour® products.

**4. Internet Dealer must advertise its Under Armour products consistent with Under Armour’s high quality brand image.**

- a. Internet Dealer must submit any proposed “paid for” search terms for pre-approval to Under Armour to ensure use of such terms are consistent with Under Armour’s brand image.
- b. Internet Dealer must accurately describe Under Armour® products using the Authorized Marks. The Authorized Marks must always be followed by the generic word for the product, such as “Under Armour® products” or “ColdGear mock.” They must never be used in the possessive or in the plural. The Authorized Marks must always be displayed in a way that distinguishes them from other surrounding words, e.g., by appearing in initial caps or full caps, such as UNDER ARMOUR or Under Armour and used in conjunction with the ® or ™ designation as directed by Under Armour.
- c. In order to protect the image of the Under Armour brand, certain marketing tools are not permissible. Internet Dealer must not partner with any third party that uses adware, spyware or other software to engage in pop-up or pop-under advertising and/or generating non-user initiated activity (e.g., forced clicks or redirects). Pop-up or pop-under advertising and/or non-user initiated activity that is based on keyword searches, textual triggers, or screen-scraping associated with the Under Armour name, the Authorized Marks, any trademark used or owned by Under Armour or any common misspelling or confusingly similar trademarks is strictly prohibited.
- d. Page title/title tag refers to the text used to name or entitle a web page. A page title/title tag can be viewed by looking at the top of the browser window for the page in question. Only the Authorized Marks may be used in the page title/title tag of any website page

used or owned by Internet Dealer and such use is limited to once per page title/title tag. No variations, misspellings, prefixes, suffixes or hyphenated extensions of the Authorized Marks are allowed. Other words may be used in conjunction with the Authorized Marks in the page title/title tag so long as such words do not violate any other provision of this Internet Sales Policy.

**5. Internet Dealer must provide comprehensive, superior customer service and must comply with all EU and local regulations and directives.**

- a. Internet Dealer must comply with all relevant consumer sales laws and regulations in their territory of establishment, including without limitation, the E-Commerce Directive (2000/31/EC); the Distance Selling Directive (97/7/EC); and the Data Protection Directive (95/46/EC), each as locally implemented.
- b. Internet Dealer's website should not actively target consumers within geographic areas that have been exclusively allocated. Additionally, Internet Dealer must not actively target any geographic area Under Armour has not yet entered but has reserved for itself.
- c. Internet Dealer must have a physical street address and a landline telephone number for a method of contact for its customers and must advise customers on its website of this physical address and the landline telephone number in addition to providing a working e-mail address. Post office boxes and mobile telephone numbers are not sufficient.
- d. Before the order is placed, Internet Dealer must provide to the customer, in a clear and comprehensible manner, the following:
  - i. Clear indications of prices including delivery and tax;
  - ii. The different technical steps to follow to conclude the contract;
  - iii. Whether or not the concluded contract will be filed by the service provider and whether it will be accessible;
  - iv. The technical means for identifying and correcting input errors before placing the order; and
  - v. The languages offered for the conclusion of the contract.
- e. Additionally, Internet Dealer must display its policies and procedures for customer returns, refunds and exchanges on its website. Internet Dealer's website must clearly and conspicuously set forth that: (a) Internet Dealer, and not Under Armour, is making the sale to the customer and (b) the terms and conditions directly and indirectly applying to returns, refunds and exchanges by customers are those of Internet Dealer, and not Under Armour. Internet Dealer must provide its own facilities and personnel to address and resolve all product exchange, refund or return requirements.
- f. Internet Dealer shall adhere to and comply with all pertinent EU regulations, statutes and rules applicable to taking orders or conducting business over or through the Internet, including all relevant privacy laws.

- g. Internet Dealer shall not, without Under Armour's prior written approval, export any Under Armour products to countries outside of the European Economic Area and Switzerland (collectively "Europe"), or sell any Under Armour products to any customer who, directly or indirectly, exports, Internet Dealer knows or has reason to know, exports or proposes to export, such Under Armour products to any country outside of Europe. Internet Dealer acknowledges that violations of the obligations provided for in this Section 5.g. could cause irreparable harm to Under Armour, its affiliates and/or its distributors. Without prejudice to any other rights or remedies provided for by law, and in addition to any other rights provided for in this Internet Sales Policy, in case of violation by Internet Dealer of the provisions of this Section 5.g., Internet Dealer will fully compensate any and all damages suffered by Under Armour as a result thereof. Internet Dealer acknowledges and agrees that such damages will include in particular, but without being limited thereto, any and all costs incurred by Under Armour and/or its affiliates and/or its distributors in connection with the repurchasing of the affected Under Armour products in countries outside of Europe (including the purchase price, the transport costs and any other related costs).

**COMPLIANCE:**

1. Under Armour shall have the right to modify this Internet Sales Policy at any time in its sole discretion upon prior notice to Internet Dealer.
2. Internet Dealer must give a copy of this Internet Sales Policy to each of its employees who are involved in Internet sales. Internet Dealer must establish policies and procedures that will ensure compliance with this Internet Sales Policy and must take affirmative steps to ensure compliance with this Internet Sales Policy.
3. Under Armour shall have the sole discretion to decide whether the content of a particular website, advertisement, sponsored link or on-line marketing violates this Internet Sales Policy.
4. Under Armour has the sole, complete and final discretion to determine if Internet Dealer has complied with this Internet Sales Policy. Any violation that is not immediately remedied as requested by Under Armour may result in the suspension or termination of Internet Dealer's authority to use the Authorized Marks in sponsored links, to display the Authorized Images on its website or to sell Under Armour® products via the Internet.
5. The terms and conditions of this Internet Sales Policy amend, supplement and, to the extent inconsistent, supersede, any existing agreement between Under Armour and Internet Dealer.