



BIRKENSTOCK USA, LP **MINIMUM ADVERTISED PRICE POLICY**

Birkenstock USA, LP (“BUSA”) provides quality products that are comfortable, unique, timeless, and respectful of the world around us. We appreciate the support of our trusted retail partners in helping us deliver Birkenstock products to your customers, and our consumers, as we energize the marketplace and create an environment enhancing the value of the Birkenstock brand.

As part of BUSA’s efforts to protect and promote its brand identification, value, and reputation within the marketplace, our authorized retailers are required to comply with this Minimum Advertised Price Policy (“Policy”), which is intended to help ensure that our products are appropriately promoted, while BUSA’s competitiveness and reputation remain protected. This Policy helps avoid negative impacts on product loyalty, future sales, and authorized retailer relationships, while also supporting our ability to objectively assess product sales performance. As a result, this Policy, the terms of which are as follows applies to any authorized retailer of products manufactured, sold, licensed or distributed by BUSA:

1. BUSA will publish a Schedule of Suggested Retail Prices (“SRP”) through its internet website (<https://www.birkenstock.com/us/lp-map.html>). The SRP will provide product descriptions, pricing start dates (and potentially end dates), and BUSA’s suggested retail prices. It is a violation of this Policy for an authorized retailer to Advertise a listed product at a sales price or value less than the minimum advertised price (“MAP”) set forth in the SRP. Authorized retailers are responsible for ensuring that they regularly check the website no less than the 1st and 15th day of each month, although they should regularly review the website, to ensure timely compliance with any needed changes to the MAP for any product(s) they Advertise.

2. "Advertise" means to identify a BUSA product (by name, photograph, or physical description) in any print (newspaper, magazine, brochure, flyer, postcard, mailer, coupon, catalog, exterior signage or window display, poster, or billboard), electronic media (websites and webpages, social media sites [e.g. Facebook, Instagram, Twitter], smart phone/mobile applications, emails, text strings, electronic coupons or advertising, blogs), or traditional media (television or radio), or any other type of targeted marketing intended to be viewed or accessed by 10 or more individuals.

3. Advertising violates this Policy if it states, suggests, or implies a price or net value lower than the MAP. Violations include, but are not limited to: (a) a listed sale price below the MAP, or a suggestion or statement that the price at checkout may be less than the MAP price, (b) a coupon or authorized retailer reward program that would reduce the sales price, (c) a gift or secondary item or financial benefit received by the customer as the result of the purchase of a MAP item, (d) store or e-commerce generalized sales promotions (e.g., storewide/website wide sales, not tied to specific products, but including BUSA products), or (e) store or e-commerce promotional sales or programs involving specific products (i.e., buy one/get one free; discount off of second purchased product, etc., unless the purchased/full price item is the BUSA product at the MAP price, and no other BUSA product

is either free or sold at a reduced or lesser price). Advertising does not violate this Policy if it merely offers or proposes free/reduced shipping, or sales tax rebates or waivers.

4. In BUSA's sole and separate discretion, failure of an authorized retailer to comply with this Policy may result in immediate termination of its retail sales agreement, removal from corporate programs and promotions, limitations on the supply of products and/or the cancellation or refusal to accept new orders, and any other remedy allowed by law. BUSA may provide a notice, requiring corrective action by the authorized retailer within a specified time period, but BUSA is not required to do so before imposing remedial measures. Failure of BUSA to impose remedial measures in response to a particular situation shall not constitute a waiver of BUSA's right to take remedial action in the future against the same or similarly situated authorized retailer, whether for the same or any separate violation of this Policy.

5. BUSA may monitor or review Advertisements to ensure compliance with this Policy. BUSA does not require or expect its authorized retailers or their employees to affirmatively provide notice of violations of this Policy, although notice of possible violations may be given to BUSA's MAP Administrator at map@birkenstockusa.com. Upon BUSA's receipt of notice of an actual or potential violation of this Policy, BUSA may investigate the potential violation, but BUSA will not share information with any person or third party, including a complaining party, regarding its investigation, or the taking or non-taking of remedial action against any authorized retailer unless required to do so by governing law. No complaining party or authorized retailer may require BUSA to take any action to enforce this Policy, or enforce it in any particular way, unless BUSA is directly and unequivocally required to do so by law.

6. This Policy may be modified or changed by BUSA through a later, affirmative publication of an updated Policy, which may be issued with or without advance notice. Questions regarding this Policy or your obligations should be placed writing to the Birkenstock USA MAP Administrator, map@birkenstockusa.com.

This MAP Policy is effective as of October 1, 2025.