

## SERVICE AGREEMENT

This Agreement, effective as of August 1<sup>st</sup>, 2016, is concluded by and between

Fila S.p.A. - hereinafter referred to as “**Service Provider**”

And

Writefine Products Pvt Ltd (India) - hereinafter referred to as “**Beneficiary**”;

“**Service Provider**” and “**Beneficiary**” hereinafter referred to as “**Parties**”

Now, therefore, in consideration of mutual covenants expressed herein, “**Service Provider**” and “**Beneficiary**” hereby agree as follows:

### *Article 1*

#### *Purpose and Object of the Service Agreement*

1.1. The purpose of this contract is to define the nature and conditions of the general assistance supplied by the “**Service Provider**” through its Management Departments to the “**Beneficiary**” and the procedures for breaking down the resulting costs between them and for invoicing them.

1.2 “**Service Provider**” undertakes to perform to the benefit of “**Beneficiary**”, on the specific demand and request by the Beneficiary, the following activities:

- Commercial and Business Strategic Support
- Human Resource Management and Development
- Production Support;
- Logistic Support
- R&D Support
- Procurement Support and “Centralized” Vendors Management
- Marketing Support
- IT Support
- Cash Management Support
- Accounting & Fiscal Support
- Extraordinary Operation: Advise & Support

1.3 “**Beneficiary**” may at any time request “**Service Provider**” to carry out services, offer consultation or complete other matters outside the scope of this Agreement. “**Service Provider**” may in its absolute discretion undertake such matters on behalf of “**Beneficiary**”. Any matter, service, work, consultancy or assignment carried out by **Service Provider**” under this Clause shall be subject to the provisions of this Agreement.

F.I.L.A. - Fabbrica Italiana Lapis ed Affini Società per Azioni.

Sede Legale, Amministrativa e Commerciale:

Via XXV Aprile, 5 20016 Pero (MI)

Cod. Fisc. / PIVA 08391050963

P.I. internazionale CEE IT 08391050963

Tel. +39 02 38105.1 Fax +39 02 3538546

E-Mail: [fila@fila.it](mailto:fila@fila.it) - Web: [www.fila.it](http://www.fila.it)

Capitale Sociale

Euro 37.170.830,00 int. versato

C.C.I.A.A. Milano n. Rea 12022589

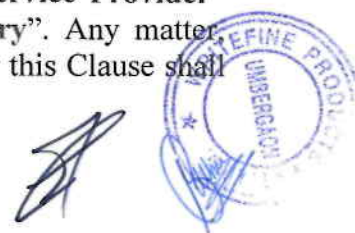
Stabilimento di Rufina (Firenze):

Via Meucci

50068 Loc. Scopeti - Rufina

Tel. +39 055 83501 Fax +39 055 8350440

C.C.I.A.A. Firenze n. 12/01



GIOTTO GLOTTO be-bè - tratto - DAS - PONGO - LYRA

**Article 2**  
**Service Provider's expenses**

2.1. "Service Provider" shall charge to "Beneficiary" all expenses, if any, incurred in carrying out its obligations (such as, travel expenses) as well as any other expense made with reference to its duties under this Agreement.

**Article 3**  
**Compensation**

3.1. Subject to the approval of Board of Directors of the "Beneficiary" the "Service Provider" shall be entitled to a compensation for the performance of the activities indicated under this Agreement equal to:

- A Daily Fee, multiplied for days spent in the assistance activity, as defined in Article 1.2 and 1.3 performed by each Service Provider professional category (as defined in Annex 2) and for the benefit of the "Beneficiary."
- The Daily Fee will be calculated as total yearly Labour cost (fixed and variable) divided for total yearly labour days, plus a 10% of mark up to cover relevant G&A costs. Total daily fees for Service Provider professional category are shown in Annex 2.
- Daily Fee will be calculated at the beginning of the year based on Budget Figures.
- Service Provider professional category days spent in the assistance activity performed for the benefit of the "Beneficiary" will be traced through a monthly Time Sheets (see Annex 1);

**Article 4**  
**Invoices and payments**

4.1. "Service Provider" shall invoice to "Beneficiary" compensation for the performance of the Services, quarterly (of for cumulative quarter) in Euro.

Invoices related to the quarter (or to cumulative quarter) can be issued also before the end of the quarter, based on estimated figures, subject to compensation in the next quarter invoice, if the amount debited was over/under estimated

4.2. "Beneficiary" undertakes to pay the amount indicated in the invoice within 90 (ninety) days from the end month of the date of the invoice after deducting the necessary local taxes.

4.3 Each invoice will be support by a Time Sheet, reporting days and activity description performed by "Service Provider" for the "Beneficiary" (see Annex 1)

4.4 All payments mentioned in this agreement have to be made in Euro.

**Article 5**  
**Power of control**

F.I.L.A. - Fabbrica Italiana Lapis ed Affini Società per Azioni.

Sede Legale, Amministrativa e Commerciale:

Via XXV Aprile, 5 20016 Pero (MI)

Cod. Fisc. / PIVA 08391050963

P.I. internazionale CEE IT 08391050963

Tel. +39 02 38105.1 Fax +39 02 3538546

E-Mail: [fila@fila.it](mailto:fila@fila.it) - Web: [www.fila.it](http://www.fila.it)

Capitale Sociale

Euro 37.170.830,00 int. versato

C.C.I.A.A. Milano n. Rea 2022589

Stabilimento di Rufina (Firenze):

Via Meucci

50068 Loc. Scopeti - Rufina

Tel. +39 055 83501 Fax +39 055 8350440

C.C.I.A.A. Firenze n. 12/01

LYRA  
Giotto  
PONGO  
DAS  
tratto  
be-be  
GIOTTO Giotto be-be


5.1. "Service Provider" shall keep and maintain, in accordance with generally accepted cost accounting principles (IFRS), books of account and other records with respect to costs charged to "Beneficiary" under this Agreement. "Beneficiary" may request, at its own expense and not more frequently than annually the relevant books and records of "Service Provider" to ensure compliance with the terms of this Agreement.

## *Article 6*

### *Duration of the Agreement*

6.1. This Agreement shall become effective upon the Effective Date (August 1<sup>st</sup>, 2016) and shall remain in full force and effect until December 31, 2016 or terminated pursuant to the provisions of the Article. Post December 31, 2016, the Board of Directors of the "Beneficiary" can pass a resolution to extend this agreement by a period of one year on same terms and conditions.

6.2. This Agreement shall terminate upon written notice by each Party with immediate effect in case a Party has materially breached this Agreement and has not cured such breach within thirty days after written notice thereof.

6.3. Each Party shall be entitled to terminate the Agreement with effect of the end of the relevant current fiscal year by giving 180 (hundred and eighty) days prior written notice to the other Party.

6.4. Safe the provision in the preceding paragraph, the agreement shall terminate upon the mutual agreement of the Parties at any time.

## *Article 7*

### *Miscellanea and Taxes*

7.1. Neither this Agreement nor any right or obligation arising hereunder may be assigned, in whole or in part, by the Parties without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

7.2. This Agreement sets forth and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, promises and representations made by any of the Parties to any of the others concerning the subject matter.

7.3 Should any provision of this Contract be or become invalid or unenforceable or should the Contract contain an omission, the remaining provisions shall remain valid. In the place of invalid provision, a valid provision is presumed to be agreed upon by the parties which comes economically closest to the one actually agreed upon; the same shall apply in the case of an omission.

7.4 The "Beneficiary", to its best effort, will support the "Service Provider" with respect to "Service Provider"'s tax obligations and formalities.

F.I.L.A. - Fabbrica Italiana Lapis ed Affini Società per Azioni.

Sede Legale, Amministrativa e Commerciale:

Via XXV Aprile, 5 20016 Pero (MI)  
Cod. Fisc. / P.IVA 08391050963

P.I. internazionale CEE IT 08391050963  
Tel. +39 02 38105.1 Fax +39 02 3538546

E-Mail: [fila@fila.it](mailto:fila@fila.it) - Web: [www.fila.it](http://www.fila.it)  
Capitale Sociale  
Euro 37.170.830,00 int. versato  
C.C.I.A.A. Milano n. Rea 3022589

Stabilimento di Rufina (Firenze):

Via Meucci  
50068 Loc. Scopeti - Rufina  
Tel. +39 055 83501 Fax +39 055 8350440  
C.C.I.A.A. Firenze n. 12/01



GIOTTO be-be  
-tratto  
DAS  
PONGO  
LYRA

**Article 8**  
**Applicable law and jurisdiction**

8.1. This Agreement shall be deemed to have entered into and shall be construed and enforced in accordance with the Italian laws. This document shall be governed solely by its English wording.

8.2. The competent law courts of the place where “Service Provider” has his registered office shall have exclusive jurisdiction in any out of or in connection with this Agreement.

\*\*\*

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first set forth above.

Milan, August 1<sup>st</sup>, 2016

F.I.L.A. SpA

  
FILA S.p.A.  
Amministratore Delegato  
(dr. Massimo Candela)

Writefine Products Pvt Ltd (India)

  
WRITEFINE PRODUCTS  
PVT. LTD.  
MUMBAI

F.I.L.A. - Fabbrica Italiana Lapis ed Affini Società per Azioni.

Sede Legale, Amministrativa e Commerciale:

Via XXV Aprile, 5 20016 Pero (MI)

Cod. Fisc. / PIVA 08391050963

P.I. internazionale CEE IT 08391050963

Tel. +39 02 38105.1 Fax +39 02 3538546

E-Mail: [fila@fila.it](mailto:fila@fila.it) - Web: [www.fila.it](http://www.fila.it)

Capitale Sociale

Euro 37.170.830,00 int. versato

C.C.I.A.A. Milano n. Rea 4022589

Stabilimento di Rufina (Firenze):

Via Meucci

50068 Loc. Scopeti - Rufina

Tel. +39 055 83501 Fax +39 055 8350440

C.C.I.A.A. Firenze n. 12/01

GIOTTO GLOTTO be-be  
tratto DAS  
PONGO  
LYRA



ANNEX 2

SERVICE AGREEMENT WITH F.I.L.A. S.P.A.

ANNEX 2 for Fiscal Year 2016\*

Professional Category	Daily Fee (Euro)
CEO/Sales Int'l VP	€ 7.430,92
CEO/Production Int'l VP	€ 2.520,20
CEO/HR Int'l VP	€ 2.520,20
Finance Int'l VP	€ 964,70
Marketing Int'l VP	€ 964,70
Purchase Int'l VP	€ 964,70
IT Int'l VP	€ 964,70
Group Reporting Manager	€ 581,90
Export Sales Manager	€ 581,90
R&D Responsible	€ 581,90

\* Based on Budget 2016 Figures




F.I.L.A. - Fabbrica Italiana Lapis ed Affini Società per Azioni.

Sede Legale, Amministrativa e Commerciale:

Via XXV Aprile, 5 20016 Pero (MI)  
Cod. Fisc. / PIVA 08391050963

P.I. internazionale CEE IT 08391050963  
Tel. +39 02 38105.1 Fax +39 02 3538546

E-Mail: [fila@fila.it](mailto:fila@fila.it) - Web: [www.fila.it](http://www.fila.it)  
Capitale Sociale  
Euro 37.170.830,00 int. versato  
C.C.I.A.A. Milano n. Rea 2022589

Stabilimento di Rufina (Firenze):

Via Meucci  
50068 Loc. Scopeti - Rufina  
Tel. +39 055 83501 Fax +39 055 8350440  
C.C.I.A.A. Firenze n. 12/01