FASHION CLOUD

GENERAL TERMS AND CONDITIONS
OF FASHION CLOUD GMBH

Version: November 2023

FASHION CLOUD

Table of Contents:

Fashion Cloud GmbH ("Provider") offers web-based B2B platforms for the presentation of digital content as well as digital services for fashion, footwear, sports and lifestyle industries, which connects its customers, i.e. retailers and brands (jointly the "Customers") with one another (the B2B platforms "Platforms" and the services offered on these platforms as well as other services offered by the Provider "Services"). The Provider operates the Services as a cloud-based solution and provides them to its Customers via mobile apps as well as web based.

These General Terms and Conditions of the Provider ("GTCs") govern the contractual relationship between the Provider and the brands ("Brands") and/or retailers ("Retailers"). The Provider and the Customers are also jointly referred to as the "Parties" or individually as a "Party". The contractual relationship between the Provider and the respective Customer is also referred to as the "Contract". For the sake of clarification, the Provider does not act as a commercial agent within the meaning of section 84 et seq. of the German Commercial Code (*Handelsgesetzbuch*, "HGB") on behalf of either the Brands or the Retailers.

The Provider offers various Services, which are subject to constant further development. The terms and conditions applying to all Services offered by the Provider are laid down in the first part of the GTCs ("Common Terms and Conditions"), the special terms and conditions for Retailers and Brands – with regard to individual Services in particular – are laid down in the second part of the GTCs ("Special Terms and Conditions for Brands" and "Special Terms and Conditions for Retailers").

Common Terms and Conditions

1. Scope

1.1 The conclusion of the Contract as well as the use of the Services are exclusively subject to these GTCs, as amended, unless otherwise agreed in writing between the Parties. Conflicting, deviating or supplementary terms and conditions of the Customer do not apply, unless the Provider explicitly accepts them in writing on a case-by-case basis by the signature of an authorised managing director. The GTCs also apply in the event that the Provider performs services whilst being aware of conflicting or deviating terms and conditions of the Customer.

1.2 The Provider may amend these GTCs at any time if a need for new regulation arises as a result of constant technical further development of the Services and the associated extensions to the possibilities of use. In the event of an already existing contractual relationship with the Customer, the amended GTCs shall be sent to the Customer by email at the latest one (1) month before they enter into force. The amended version shall be deemed accepted by the Customer if it does not object in text form by the time of its entry into force and continues to use the respective Service. The Provider shall draw the Customer's attention to this consequence in the notification.

2. Subject-Matter of the Contract

2.1 Details of the Service's scope can be found either in the Provider's individual offer for the Customer or in the corresponding technical data published by the Provider on its website.

2.2 The individual performance obligations of the Provider are set out in the Special Terms and Conditions for Brands and Special Terms and Conditions for Retailers.

2.3 The Provider will offer the Customer a special reporting function for each Service. In relation to this, the Customer acknowledges that inaccuracies and discrepancies may occur in the state-of-the art reporting and analysis of this data for technical reasons. The Provider shall not be liable for the accuracy of the content of the reporting.

2.4 The Provider may use subcontractors to perform its contractual services. Documents, information and data of the Customer may – if required – be forwarded to subcontractors in order to perform its contractual obligations.

3. CONCLUSION OF A CONTRACT AND REGISTRATION

3.1 The Contract between the Provider and the Customer regarding the use of the Services can be concluded in German, Dutch or English either in writing or electronically (if technically available by electronic signature, by email, via the online order form on the Provider's website or upon free-of-charge use by registration).

3.2 A written Contract shall be concluded upon an individual written offer by the Provider and a corresponding written acceptance by the Customer.

3.3 In case the Contract is concluded electronically via the online order form, the Customer shall register electronically for online access to the Services beforehand. For the registration, the electronic form provided by the Provider shall be completed completely and truthfully. Submitting the online order form constitutes a binding offer to conclude a Contract. A Contract is concluded upon the acceptance of this offer by the Provider through the activation of the respective Service. The Provider expressly reserves the right to reject such offers by the Customer. Sentences two to four of this Section 3.3 shall accordingly apply in case the Contract is concluded electronically via email.

3.4 By submitting an offer – whether in writing or electronically – the Customer accepts these GTCs as binding and assures that the data transmitted is accurate and complete. The Customer shall inform the Provider of any subsequent changes to its data without undue delay (*unverzüglich*). Acceptance of the GTCs is a precondition for the conclusion of the Contract.

4. AVAILABILITY, MAINTENANCE AND DISRUPTIONS

4.1 The Provider shall ensure availability of the Service of at least 98% with respect to one (1) years' use of the respective Service by the Customer. Excluded from this availability is the time required for the regular maintenance and technical improvement of the Services ("Maintenance Period") as well as cases in accordance with Sections 4.3 and 10. The Provider shall attempt to carry out this work during the Maintenance Period and

outside the regular working hours (Central European Time/GMT). The Maintenance Period has already been taken into account by the Provider when calculating the remuneration; a corresponding reduction due to the Maintenance Period is excluded.

4.2 The right to use the Services exists only to the limits of the current state of the art.

4.3 The Provider draws the Customer's attention to the fact that restrictions or impairments of the Services may occur, which are beyond the Provider's control. This includes, but is not limited to, acts of third parties, which are not acting on behalf of the Provider, technical conditions that cannot be influenced by the Provider and force majeure. The hardware, software and technical infrastructure used by the Customer may also affect the services provided by the Provider. Where such circumstances affect the availability or functionality of a Provider's service, this shall have no effect on the contractual compliance of the provided service.

5. CUSTOMERS' RIGHTS OF USE

5.1 The Provider grants the Customer a revocable, non-exclusive, non-transferable and non-sublicensable right to use the respective Services for its own business purposes in connection with the subject matter of the Contract. This right of use is limited in time to the term of the Contract and refers exclusively to the current status and scope of the Service provided by the Provider during the term. The Customer shall not be granted any further rights beyond those set out above, e.g. to the software applications or operating software on which the respective Services are based.

5.2 Where the Provider provides updates, upgrades and new versions during the term of the Contract, the right of use set forth in Section 5.1 shall apply to these in the same manner. The Provider shall not be obliged to provide updates, upgrades or new versions of the Services unless this is required to remedy defects or otherwise agreed in writing elsewhere in these GTC or the Contract.

5.3 The use of the Services by the Customer is only permitted within the scope described under Sections 5.1 and 5.2. In particular, the Customer is prohibited to reproduce, edit, decompile the source code or make it readable or usable in any other way, make the software publicly accessible, to lease the

software, to transfer it to third parties in any other way, to exploit it or use it or let it be used for the purposes of third parties without permission. Sections 69d and 69e German Act on Copyrights and related Rights (*Urheberrechtsgesetz*, "UrhG") remain unaffected by this provision.

5.4   The Provider reserves the right to claim damages in the event that the Customer negligently enables unauthorized third parties to use the respective services or software belonging to the provider. In the event of unauthorized transfer of use to third parties, the Customer shall without undue delay provide to the Provider upon request of all information required to assert claims against such third party.

6.   Customers' general Obligations

6.1   The Customer shall support the Provider in the provision of the Services to an appropriate extent. In particular, the Customer is solely responsible for its connection to the required telecommunications equipment and connection via this to the Services, for the provision of required interfaces and technical conditions for the use of the Services as well as for the selection of user settings in order to enable trouble-free use of the Services. The Provider is not obliged to verify whether the technical requirements for the use of the Services are met by the Customer.

6.2   The Customer shall, within its area of organisation and responsibility, ensure appropriate and state-of-the-art measures in the interests of data and information security, particularly regular data backups, the necessary security precautions in respect of its connection (e.g. firewalls, use of software suitable for access via the internet that guarantees secure data transmission) as well as, for app-based Services, the updates of the used mobile devices to the latest version of their operating system.

6.3   The Customer shall be obliged to keep its user IDs assigned to it and its employees for access to the Services confidential, to safeguard such IDs against third party access and to refrain from passing it on to unauthorised third parties. In the event of loss or knowledge by unauthorised third parties, the Customer shall inform the Provider in text form without undue delay so that the Provider is able to – if necessary – block the access (see Section 7). The Customer is responsible for all acts that are performed by using its user IDs.

6.4 The Customer shall not use the Services or have them used in an illegal or abusive manner, in particular not for processing transactions concerning items that violate statutory provisions. Customers with demonstrably improper business practices are also excluded from using the Services.

6.5 The Customer shall indemnify the Provider against all actual and alleged third-party claims, including the costs of legal enforcement/prosecution, based on acts or omissions by the Customer, in particular claims based on unlawful or abusive use of the Services or non-compliance with applicable provisions or infringement of third-party rights by the Customer or with its endorsement. The Customer must inform the Provider without undue delay in case a threat of any such infringement should arise.

6.6 The Provider shall be entitled to compensation for any additional costs incurred by the Customer if such costs are a result of the Customer's failure to meet its obligations or failure to meet them in due time, in full or in a proper manner.

7. BREACH OF CUSTOMER OBLIGATIONS, BLOCKING OF THE SERVICES

7.1 The Provider may block the Customer's access to the Services in full or in part at any time or delete the Customer's account if (i) the Customer breaches its contractual obligations, in particular those laid down in Section 6, (ii) there is a risk of damage to or impairment of the systems, data or Services of the Provider or systems or data of one of the Provider's other customers, or a risk of damage for the general public, or (iii) circumstances exist that give the Provider the right of termination without notice. In case of paid Services, the Provider shall further be entitled to block the Customer's access if the Customer is in default of payment by more than two (2) payments, whereupon such blocking/deletion shall only take place after a prior warning with an appropriate deadline of at least 14 days and fruitless expiry of the deadline.

7.2 In case the access blocking is based on a contractual breach by the Customer, its access shall only be restored if the violation is permanently remedied or the risk of repetition is excluded by a declaration of discontinuance subject to corresponding penalty. The Provider shall not be obliged to restore the access in case this is unacceptable for it, e.g. if the

reason for blocking also entitles the Provider to terminate the Contract without notice.

7.3 The Customer is not entitled to suspend payments or claim damages against the Provider in case the blocking/deletion is based on a contractual breach by the Customer.

8. REMUNERATION

8.1 Depending on the respective Services, the Provider offers the Customer either a free-of-charge usage option or various remuneration models. Details of the respective scope of performance and the respective price structure can be obtained from the Provider on request.

8.2 If the Customer chooses a fee-based option, the remuneration to be paid by the Customer for the use of the respective Service results from the order confirmation and, unless otherwise agreed in writing, consists of a one-time setup fee and an ongoing - depending on the selected Service - fixed and/or variable fee ("Remuneration"). Unless otherwise agreed in writing or expressly provided in the General Part or Specific Part of these GTCs, the Remuneration shall be paid annually at the beginning of the respective contractual year.

8.3 Unless otherwise agreed in writing, all prices are net prices and are subject to the applicable statutory value added tax.

8.4 Unless otherwise agreed in writing, the remuneration of any contract that is automatically renewed will increase with 5% starting from the new term until the end of that new term.

8.5 If the Customer chooses a free-of-charge Service option, the Provider reserves the right to charge a fee for the use of the respective Service by the Customer. The Provider will inform the Customer in this case in text form including the underlying conditions. In such case the Parties shall conclude a separate agreement.

8.6 A separate written agreement between the Parties is required for individually agreed services performed by the Provider.

8.7 Payment by the Customer shall be made by means of the SEPA Direct Debit Scheme or on account. The invoice amount is due for payment without deduction within 14 days of the invoice date. Any fees for return debit notes or

similar fees, which incurred due to the fact that it is not possible to debit the payment will be passed on to the Customer by the Provider.

8.8   If Remuneration is agreed, in the event of payment default the Provider may temporarily suspend the provision of Services until payment is made.

8.9   In the event of payment default, default interest of 8% above the respective base interest rate p.a. will be charged by the provider. The assertion of a higher damage caused by default remains reserved.

8.10   The Provider shall be entitled to adjust the Remuneration once per calendar year to its cost development at its reasonable discretion, taking into account the interests of the Customer. The Provider will inform the Customer of such price adjustments in text form. The price adjustment shall be deemed to have been accepted by the Customer if the Customer does not object in text form within four (4) weeks after receiving the notification and continues to use the respective Service. The Provider will inform in the notification the Customer of this consequence. If the Customer objects to the price adjustment, both Parties shall have a special right of termination with effect from the announced date of the new prices' coming into force, which must be exercised within one (1) month after receipt of the objection.

9.   DEFAULT IN PERFORMANCE, FORCE MAJEURE

9.1   The Provider shall be released from its obligation to perform if the non-performance is due to circumstances of force majeure or other unforeseeable circumstances for which the Provider is not responsible (e.g. war, strikes, natural disasters, flooding, web based system failures or sabotage by malware). The exemption from the obligation to perform also applies in the event of delays due to circumstances within the area of responsibility of the Customer, e.g. late performance of Customer obligations or lack of availability of Customer-side IT equipment with associated interfaces.

9.2   The release from its performance obligation shall also apply for the duration of the hindrance plus a reasonable lead time. If the hindrances last longer than two (2) months, both Parties will be entitled to terminate the Contract for the Service in question after the expiry of a reasonable grace period. Claims for damages or reimbursement of expenses against the Provider shall not exist in such case.

FASHION CLOUD

9.3 The Parties shall inform each other without undue delay upon becoming aware of the occurrence of a case of force majeure or other circumstances mentioned in this Section 9.

10. LIABILITY FOR DEFECTS

10.1 The Customer is obliged to report defects (e.g. functional failures, malfunctions or impairments of the Services) to the Provider without undue delay and as precisely as possible in text form to the support email address support@fashion.cloud. Furthermore, the Customer is obliged to support the Provider to a reasonable extent in the analysis and elimination of defects and grants without undue delay access to documents from which more detailed circumstances regarding the occurrence of the defect arise. The Customer is obliged to bear any additional costs resulting from inaccurate or incomplete information on its part or resulting from delays in the analysis or elimination of defects for which he is responsible.

10.2 The Customer acknowledges that the Customer's ability to use the respective Service depends to a large extent on the settings selected by the Customer itself within the scope of the Services. Therefore, only reproducible defects can be accepted as such within the scope of warranty claims.

10.3 If the Customer wrongfully notifies the existence of a defect for reasons for which the Provider is not responsible, the Provider shall have a claim against the Customer for the expenses incurred by the Customer in analysing and remedying the defect.

10.4 Warranty claims are excluded if the Customer itself or a third party (i) modifies functionalities of the Services without prior authorisation by the Provider or (ii) does not use the Services in the intended way or in an operating environment other than the intended one, including operating errors by the Customer, non-observance of use instructions or use of incorrect or missing processing data. This shall not apply if the Customer proves that any defects occurring are unrelated to such circumstances. If the analysis regarding defects is considerably impeded by such circumstances, the Customer shall bear any additional costs incurring.

10.5 In the case of defects for which the Provider is responsible statutory provisions shall in principle apply, especially sections 536b and section 536c of the German Civil Code (*Bürgerliches Gesetzbuch*, "BGB"). The application of

section 536a para. 1 BGB is excluded insofar as the provision foresees strict liability. The application of section 536a para. 2 BGB is also excluded.

10.6 In the event of an insignificant reduction in the value and/or the suitability of the Services, the Customer shall not be entitled to any warranty claims.

11. SCOPE OF LIABILITY

11.1 The Provider shall be liable to the Customer in all cases of contractual and non-contractual liability due to wilful intent (*Vorsatz*) and gross negligence (*grobe Fahrlässigkeit*) in accordance with the statutory provisions for damages or reimbursement of futile expenses.

11.2 In other cases, the Provider shall only be liable – unless otherwise provided in Section 11.3 – in the event of a breach of a contractual obligation, the fulfilment of which is essential for the proper execution of the Contract and on the fulfilment of which the Customer may generally rely (so-called "cardinal obligation" (*Kardinalpflicht*)), limited to compensation for foreseeable and typical damage. In all other cases, liability of the Provider is excluded, except as provided in Section 11.3.

11.3 The Provider's liability for damage resulting from injury to life, limb or health, liability under the German Product Liability Act (*Produkthaftungsgesetz*) and liability within the scope of a warranty given by the Provider remain unaffected by the aforementioned limitations of liability.

11.4 The Provider's liability for damage of the Customer resulting from loss of data is excluded where the damage is due to the fact that the Customer omitted to carry out regularly and properly data backups in its area of responsibility, thereby ensuring that lost data can be recovered with reasonable effort.

11.5 Claims for damages shall be time-barred within one (1) year of the Customer's knowledge or grossly negligent lack of knowledge of the circumstance establishing the claim, but no later than one (1) year after the end of the year in which the claim arose. This shall not apply in the case of wilful intent, gross negligence, damage from injury to life, limb or health as well as claims under the German Product Liability Act.

11.6 Where the respective Provider's liability is excluded or limited under the Contract and/or these GTCs, the limitation also applies to the liability of legal

representatives and executive bodies of the Provider, its employees and its vicarious agents (*Erfüllungsgehilfen*).

12. DATA PROTECTION, INFORMATION SECURITY

12.1 Both Parties undertake to comply with all the applicable statutory data protection provisions. By means of the Services, the Provider provides technical conditions for data processing to the Customer. However, the actual data processing is carried out by the Customer itself; in particular, the Provider does not have its own scope for evaluation or decision-making with regard to personal data from the customer's area of responsibility within the framework of processes running on the software side.

To the extent that the Customer enters personal data, including data of its end customers, ("Customer Data") on the Platform within the scope of Services' use, the Customer shall bear the exclusive responsibility for the data protection law compliance of the collection and processing of the Customer data. The Customer shall indemnify the Provider against all actual and alleged third-party claims, including the costs of legal prosecution/defence, based on infringements of applicable statutory data protection provisions with respect to Customer data for which the Customer is responsible.

12.2 Further information on data protection can be found in the Provider's privacy policy, as amended.

12.3 The Provider shall be entitled to anonymise or aggregate the data obtained from the Customer in way of using the Services so that it is no longer possible to identify individual data subjects, and to use it in this form for, amongst other things, the optimisation of the Services and their functions as well as for reporting and benchmarking, and transmitting it, where necessary, to third parties (including, but not limited to, affiliated companies within the meaning of section 15 et seqq. of the German Stock Corporation Act (*Aktiengesetz*). The Parties agree that anonymised and/or, as provided above, aggregated data will be deemed to no longer constitute Customer Data.

12.4 To the extent required from the Customer's perspective, the Provider and the Customer shall conclude a separate data processing agreement pursuant to Article 28 of the European General Data Protection Regulation. In this case, the provider shall provide a corresponding drafted agreement.

FASHION CLOUD

13. CONFIDENTIALITY

13.1 With the exception of deviating provisions in this Section 13 both Parties shall treat all information regarding business operations of the respective other Party of which becomes known to the, during the execution of the Contract, in particular business and trade secrets, including the price agreement ("Confidential Information") as strictly confidential even after the Contract term has exceeded.

13.2 The Provider shall be entitled to grant access to the Confidential Information to third parties and advisors appointed by the Provider for the performance of the Contract, provided they are subject to professional secrecy or bound by confidentiality obligations equivalent to these provisions.

13.3 The obligations pursuant to Sections 13.1 and 13.2 shall not apply to Confidential Information which:

13.3.1 was demonstrably already known to the recipient at the time of the Contract conclusion or subsequently becomes known through third parties without the breach of confidentiality agreements, statutory provisions or administrative orders;

13.3.2 is public knowledge at the time of the Contract conclusion or subsequently becomes public knowledge, provided this is not based on a breach of this Contract; and

13.3.3 is required to be disclosed as a result of legal obligations or a court order or by an authority. Where permissible and possible the recipient obliged to make a disclosure shall inform the other Party in advance and give it an opportunity to take action against the disclosure.

13.4 The Provider shall be entitled to name the Customer as a reference on its website and further media or marketing documents, link the Customer to its website as well as to use its company logo and symbols within the scope of a revocable, non-exclusive right of use.

14. TERM, TERMINATION

14.1 Unless otherwise agreed in writing, the Contract shall be entered into for a minimum period of twelve (12) months and automatically renewed for a

further twelve (12) months unless terminated by either party with three (3) months' notice to the end of such term.

14.2 If the Customer is using the respective Services free-of-charge, the Contract shall be concluded for an indefinite period unless otherwise agreed in writing and may be terminated with 14 days' notice period.

14.3 The right of both parties to terminate the contract without notice for good cause shall remain unaffected, in particular if the other party persistently breaches essential contractual obligations and fails to remedy the breach in due time despite being given a warning within a reasonable period of time, or if the other party suffers a significant deterioration or endangerment of its assets. In addition, the Provider shall be entitled to terminate the Agreement without notice if the Customer defaults on payment for more than two (2) months.

14.4 The notice of termination shall require the text form.

15. FINAL PROVISIONS

15.1 The transfer of the Contract or individual rights or obligations thereunder by the Customer to third parties requires the prior written consent of the Provider. Section 354a HGB remains unaffected.

15.2 Offsetting (*Aufrechnung*) by the Customer is only permitted with an undisputed or legally established claim of the Provider. The same applies to the assertion of rights of retention (*Zurückbehaltungsrecht*), whereupon the counterclaim has to be also based on the same contractual relationship.

15.3 The place of contractual performance shall be Hamburg.

15.4 The performance and legal relationships between the Parties shall be governed exclusively by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.5 If the Client is a merchant (*Kaufmann*) within the meaning of the HGB, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from and in connection with the Contract shall be Hamburg.

15.6 Unless expressly provided otherwise in these GTCs, all declarations and notifications within the scope of the contractual relationship and the business relationship with the Customer have to be made in written (including fax) or electronic form. Amendments or supplements to the Contract existing between the Parties, including an agreement to repeal this written form requirement, have to be made in written form.

15.7 In case individual provisions of the Contract be or become invalid or unenforceable, this shall not affect the validity of the remaining contractual provisions. The Parties shall endeavour to replace the invalid or unenforceable provision by a valid and enforceable provision that comes as close as possible in economic terms to the invalid or unenforceable provision. The same shall apply in the event of a gap in this Contract.

FASHION CLOUD

SPECIAL TERMS AND CONDITIONS FOR BRANDS

1. GENERAL PART

1.1   As part of the Services, the Provider offers the Brand the opportunity to enter and publish various data and content in accordance with the terms of the GTCs ("Brand Content"). The Brand is responsible for ensuring that it is the owner of all rights to the Brand Content. This also includes and in particular any personal rights of persons portrayed.

1.2   The Provider shall provide the technical conditions for the transmission or retrieval of the Brand Content but shall not be obliged to review the Brand Content from an objective, legal or other point of view. Furthermore, the Provider shall not be obliged to review the Brand Content transmitted or made available for retrieval regarding accuracy, completeness, integrity or authenticity.

1.3   The Brand shall be responsible for ensuring that the Brand Content complies with statutory provisions, particularly with the German Textile Labelling Act (*Textilkennzeichnungsgesetz*) and equivalent EU regulations.

1.4   The Brand grants the Provider the revocable and non-exclusive right of use required by the Provider to perform the service owed, in particular the right to edit, to reproduce and to make the Brand Content available via the Services. The Brand determines individual the extent to which rights of use are granted vis-à-vis the Retailer.

1.5   If data from end customers is transmitted to the Brand by the Retailor for the fulfilment of an order enquiry, the Brand shall be obliged to use this data exclusively for the fulfilment of the order enquiry and to delete the data after fulfilment of the purpose in accordance with the relevant data protection provisions.

1.6   The Brand agrees that the Brand Content may be gathered, standardised and structured by the Provider (e.g. by intelligent mapping, change of product groups, reduction of the pictures resolution) ("Standardised Brand Content"). The Standardised Brand Content has to be reviewed by the Brand with regard to the content accuracy and compliance with the applicable legal provisions (in particular with the German Textile Labelling Act and

equivalent EU regulations). Any liability of the Provider in this regard is excluded.

1.7 Unless otherwise agreed in writing, the Provider shall store the transactions data carried out between the Brand and the Retailor via the Services for a period of up to six (6) months after the transaction has been completed. The Provider may also store the data beyond this period, but a corresponding retention obligation generally does not exist in such case. The Brand shall be responsible for ensuring that the transaction data provided to it by the Provider after the transaction is properly stored

2. SPECIFIC PART – CONTENT PLATFORM

2.1 The Provider shall enable the Brand, as part of the "Content Platform" Services, to integrate the brand profile of the Brand (logo, brand description, general information on the company, etc.) ("Brand Profile"), the Brand's marketing material (e.g. campaign pictures, promotional material) ("Marketing Material") as well as product data of the Brand (e.g. product pictures, descriptions and data, article numbers, non-binding price quotations) ("Product Data") to the Content Platform (jointly also "Content Platform Content").

2.2 The Provider shall, as part of the Content Platform, provide the Content Platform Content to the Retailer on the cloud-based platform and via interfaces (APIs) and enable the Brand to integrate the Content Platform Content into the Retailer's digital channels. The exact specifications of the APIs and the currently used systems of the Retailer to be connected (e.g. e-commerce, ERP system, etc.) can be requested from the Provider.

2.3 The Provider shall be entitled to display product pictures uploaded by the Brand to the Content Platform as well as data, which serves to identify the product (e.g. article number, GTIN) to Retailers that use another Service of the Provider.

2.4 The Provider shall enable the Brand, through appropriate technical measures within the framework of the Content Platform, to individually activate Retailers' access to marketing material and product data ("Activated Content Retailers").

2.5 The Brand agrees that its Brand Profile may be on the Content Platform visible to all Retailers – regardless of whether they are Activated Content Retailers –and may be downloaded by the Retailers. The possibility to display the Brand Profile solely to certain Retailers is excluded.

2.6 The Provider shall enable the Brand, through appropriate technical measures within the framework of the Content Platform, to grant explicit rights of use in respect of the Content Platform Content individually to Activated Content Retailers and to limit these, e.g. in terms of permitted content or by setting a time limit ("Restricted Retailer Rights of Use"). The Provider shall enable the Brand, through appropriate technical measures within the framework of the Content Platform, to highlight the exact scope of the Restricted Retailer Rights of Use for the respective Activated Content Retailers prior to the purchase of the respective Content Platform Content. The respective applicable technical capabilities regarding the rights restriction can be requested from the Provider. Where a time limit for the use of certain Content Platform Content has been set by the Brand, once the time limit has expired the corresponding Content Platform Content will no longer be made available on the Platform to the relevant Activated Content Retailers.

2.7 The Provider shall enable the Brand, through appropriate technical measures within the framework of the Content Platform, to also limit the restriction of rights of use to certain digital channels (e.g. e-commerce, ERP system) so that the respective Activated Content Retailer can only use the Content Platform Content on these channels.

2.8 The Provider shall enable the Brand, through appropriate technical measures within the framework of the Content Platform, to integrate its own guidelines and terms and conditions for the use of the Content Platform Content ("Content Brand Terms and Conditions") into the Content Platform. The Provider is not obliged to review these Content Brand Terms and Conditions, neither from an objective, a legal nor other point of view. Possible disagreement in this regard are to be clarified exclusively between the Brand and the Retailer.

2.9 The Provider shall enable the Brand, through appropriate technical measures within the framework of the Content Platform, to individually determine in advance whether, in addition to individual Retailers, associations of several Retailers in a group (e.g. retailer associations) ("Retailer Group") may also

access the Content Platform Content and use it. If the Brand has consented to the use of the Content Platform Content individually by a Retailer Group, the Restricted Retailer Rights of Use, the Restricted Digital Channels as well as the Content Brand Terms and Conditions shall apply to all the existing or subsequently members of the Retailer Group.

2.10   The Brand is aware that, in addition to the Content Platform Content, the Retailers may also be provided with image material of the Brand's products by the Provider that has been produced by third parties.

2.11   The contractual relationship regarding the rights granted under Sections 2.4 to 2.8 and the inclusion of the Content Brand Terms and Conditions under Section 2.9 shall only exist exclusively between the Brand and the Retailer. The Provider is not liable for any use by the Retailers that exceeds the granted rights. Furthermore, the Provider is not obliged to monitor due compliance with the granted rights by the respective Retailers.

3.   SPECIFIC PART – ENDLESS AISLE/ORDER PLATFORM

3.1   The Brand has, as part of the "Endless Aisle" Services, the option to integrate the availability of its current stock ("Stock Availability") and the corresponding data of its products (e.g. product pictures, article numbers, colour, description, material, non-binding price quotations) into the Endless Aisle ("Endless Aisle Data"). As part of the "Order Platform" Services (jointly with the Endless Aisle also "Order Services") the Brand also has the option to integrate other data in addition to the Stock Availability and the Endless Aisle Data (e.g. purchase prices, customer-specific terms and conditions and prices, individual retailer rebates) (jointly with the Endless Aisle Data also "Order Data") into the Order Platform.

3.2   For the Order Services, the Provider shall enable the submission of order requests on the cloud-based platform by Retailers that are activated by the Brand, by means of an API and/or, using the Endless Aisle feature, by means of the "Clara App" or the API ("Order Requests"). The Provider shall forward these order requests to the Brand.

3.3   As part of the Order Services, the Brand has the option to individually activate Retailers in respect of its Stock Availability and the submission of Order Requests for the respective Order Service ("Activated Order Retailers"). If a Retailer is not activated by a Brand, the respective Stock Availability will not

be made available to the Retailer and the submission of Order Requests will be excluded.

3.4   A contract regarding the Order Request will be exclusively entered into between the respective Activated Order Retailer and the Brand. In particular, the Provider shall not act as either a representative or an authorised agent of one of the contracting parties. No contractual rights against the Provider whatsoever arise from the contract on the supply of goods thus concluded. There are no contractual rights against the Supplier arising from the contract concluded accordingly for the delivery of goods

3.5   The Provider shall make the Stock Availability and the Order Data available to the Activated Order Retailers on the cloud-based platform, via interfaces (APIs) in their digital channels and/or, using the Endless Aisle feature, via the Clara App or API. The exact specifications of the APIs and the currently used systems of the Retailer to be connected (e.g. e-commerce, ERP system, etc.) can be requested from the Provider.

3.6   The Brand has the option, via Order Services, to integrate its own terms and conditions regarding the agreement with the Activated Order Retailer ("Order Services Brand Terms and Conditions"). The Provider is not be obliged to review the Order Services Brand Terms and Conditions, neither from an objective, a legal nor other point of view. Possible disagreement in this regard are to be clarified exclusively between the Brand and the Retailer.

3.7   Before Activated Order Retailers can submit Order Requests, the Brand has to integrate or release the particular Stock Availability for the Activated Order Retailers in the respective Order Service. The Brand's complete Stock Availability is not transmitted to the Activated Order Retailers via the respective Order Service without the Brand's prior consent or release.

3.8   Within the framework of the Order Platform, the Provider shall provide the Brand with the opportunity to communicate with Retailers via the functions specified in Section 3.1. The Provider shall not be obliged to store the communication data.

4.   SPECIFIC PART – ORDERWRITER

4.1   As part of the Service "OrderWriter" the Brand has the option to integrate data concerning its products (e.g. product pictures, article numbers, colour,

description, material, non-binding price quotations) ("Order Writer Data") into the OrderWriter. The Provider shall enable the Retailers activated by the Brand via the "OrderWriter App" to retrieve the OrderWriter Data as well as – following a separate activation by the Brand – to submit Order Requests, which the Provider shall forward to the Brand.

4.2   Sections 3.3, 3.4 and 3.6 shall apply accordingly.

SPECIAL TERMS AND CONDITIONS FOR RETAILERS

1. GENERAL PART

1.1 Within the scope of the Services, Brands are entitled to integrate and publish data and content ("Brand Content"). The Retailer is aware that the Brand is responsible for the accuracy, completeness, integrity and/or authenticity of the Brand Content and the Provider is not taking any responsibility in this regard. In this context, the Provider shall only provide the technical requirements for retrieval of the Brand Content. The Provider is not obliged to review the Brand Content from an objective, legal or other point of view or for accuracy, completeness, integrity and/or authenticity.

1.2 The Provider is not be liable for accuracy, completeness and updates of the Brand Content and in particular of the Product Data, Order Data and OrderWriter Data – among other things with regard to the conformity of the material data with the Textile Labelling Act or corresponding EU regulations.

1.3 The Retailer is be obliged to use the Brand Content exclusively in accordance with the purposes of the respective Services and within the scope of the rights of use granted to him by the Brand. The Retailer shall comply with the specifications and restrictions regarding the rights of use to the Brand's Content by the respective Brand and shall refrain from any use that violates them.

1.4 Unless otherwise agreed in writing, the Retailer warrants that the Brand Content downloaded by the Retailer shall only be stored temporarily and will not be stored long-term or permanently in the Retailer's own systems.

1.5 In the event of termination of the Contract, regardless of the reason or by which Party and after having received a corresponding request by the Provider, the Retailer is obliged to permanently delete the stored Brand Content without undue delay, unless this is subject to statutory retention or archiving obligations. If the Retailer has stored the Brand Content on its local systems and its prompt deletion without undue delay is not possible (e.g. because the Brand Content is still stored in the cache), the Retailer is obliged not to use the corresponding data until the termination of the Contract and the blocking of the Service.

1.6 The Retailer is aware that – depending on the Service – the access to Brand Content depends on activation by the respective Brand. For the activation review by the respective Brand, the data of the Retailer will be made available to him. The Retailer is not entitled to an activation by a Brand.

1.7 When the Retailer is connected to the API, the Retailer's ERP system and sales data are transmitted to the Provider on at least a daily basis. The Provider is, after obtaining the Retailer's consent, entitled to forward the Retailer's ERP system data and sales data to Brands.

1.8 Unless otherwise agreed in writing, the Provider shall store the transactions data carried out between the Brand and the Retailor via the Services for a period of up to six (6) months after the transaction has been completed. The Provider may also store the data beyond this period, but a corresponding retention obligation generally does not exist in such case. The Retailer shall be responsible for ensuring that the transaction data provided to it by the Provider after the transaction is properly stored

2. SPECIFIC PART – CONTENT PLATFORM

2.1 The Provider shall enable the Retailer, as part of the Service "Content Platform", to access brand profiles (logo, brand description, general information about the company, etc.) ("Brand Profile"), marketing material of a Brand (e.g. campaign pictures, promotional material) ("Marketing Material") as well as product data of a Brand (e.g. product pictures, descriptions and data, article numbers, non-binding price quotations) ("Product Data") (jointly also "Content Platform Content") generally by providing the Content Platform Content to the Retailer on the cloud-based platform and via interfaces (APIs) and enabling the Brand to integrate it into the Retailer's digital channels. The exact specifications of the APIs and the currently used systems of the Retailer to be connected (e.g. e-commerce, ERP system, etc.) can be requested from the Provider.

2.2 The Provider shall enable the Retailer, via the Content Platform, to access the Brand Profile of a Brand without restriction, whereby the Brand is responsible for the respective design of the Brand Profile and the Retailer is not entitled to claim specific components of the Brand Profile. The Provider is obliged to make the Brand Profile available to the Retailer only to the extent that it has been integrated into the Content Platform by the Brand and activated for use

by the respective Retailer. In any case, the provider is only obliged to provide the content within this scope.

2.3 Limitations of the Provider's scope of performance may arise in terms of the volume and the extent of the retrievable content.

2.4 Access to Product Data and/or Marketing Material shall depend on the activation by the respective Brand. If a Retailer is not activated by the Brand it will only have access to the Brand Profile. A Brand's Marketing Material and/or Product Data can only be made available to an activated Retailer by the Provider to the extent that the Brand has integrated the corresponding data into the Content Platform. In any case, the Provider shall only be obliged to provide such data within this framework. The Retailer is not entitled to receive specific data from the Brand's Marketing Material and/or Product Data.

2.5 The scope of the right to use the Content Platform Content, in particular its limitation in terms of content, region and time, is specified exclusively by the Brand ("Restricted Retailer Rights of Use"). The Restricted Retailer Rights of Use shall be highlighted to the Retailer via the Content Platform.

2.6 In addition, within the framework of the Content Platform, the Brand has the option of limiting the respective rights of use to certain digital channels, so that the Content Platform Content may only be made available by the Provider on these channels.

2.7 The Brand has the option, via Content Platform, to integrate its own guidelines and terms and conditions for the use of the Content Platform Content ("Content Brand Terms and Conditions") into the Content Platform. The Retailer shall be obliged to comply with the Content Brand Terms and Conditions. The Provider is not obliged to review these Content Brand Terms and Conditions, neither from an objective, a legal nor other point of view. Possible disagreement in this regard are to be clarified exclusively between the Brand and the Retailer.

2.8 By downloading the Content Platform Content, the Retailer accepts all Content Brand Terms and Conditions. A corresponding agreement is concluded exclusively between the Retailer and the respective Brand. The Retailer is solely responsible for compliance with these terms and conditions.

3. SPECIFIC PART – ENDLESS AISLE/ORDER PLATFORM

3.1 With the respective activation by the respective Brand, the Retailer receives access to the Services "Endless Aisle" and/or the "Order Platform" (jointly also "Order Services") and within this framework to the availability of the respective Brand's stock ("Stock Availability") as well as the corresponding data on its products (for the Endless Aisle, e.g. product pictures, article numbers, colour, non-binding price quotations; and for the Order Platform, in addition to the foregoing, e.g. purchase prices, material, customer-specific terms and conditions and prices, rebates ("Order Data")). The Stock Availability and the Order Data shall be made available on the cloud-based platform or by means of an interface (API) in the Retailer's digital channels and/or, in the case of the Endless Aisle, via the application "Clara App" or the Provider's API. The exact specifications of the APIs and the currently used systems of the Retailer to be connected (e.g. e-commerce, ERP system, etc.) can be requested from the Provider.

3.2 The Retailer shall not be entitled to access the Stock Availability of specific Brands. The Provider may only make the Stock Availability and the option to submit Order Requests available to the Retailer available to the extent that the respective Brand has activated these features in advance and has integrated corresponding data into the Order Services. In any case, the Provider shall only be obliged to provide such data to the Retailer within this framework.

3.3 Within the framework of Order Services, the Retailer has the option to submit Order Requests for individual products based on the Stock Availability from the respective Brand by specifying, amongst other data, the GTIN, number of items and, where applicable, end customer data ("Order Requests") via the Clara App connected to Endless Aisle, the desktop-based "Order Platform" or the API. The Provider shall forward the Order Requests to the respective Brand.

3.4 A contract regarding an Order Request will be exclusively concluded entered into between the Retailer and the respective Brand. Order Request shall exclusively be accepted by the respective Brand. In this context the Order Services are used exclusively to forward Order Requests. In particular the Provider shall not act as either a representative or an authorised agent of one of the contracting parties. No contractual rights against the Provider

whatsoever arise from the contract on the supply of goods thus concluded. The Retailer is liable for any Order Requests by unauthorised third parties using its user IDs and the resulting claims.

3.5   The Retailer is aware that the respective Brand may include its own terms and conditions via the respective Order Service. These have to be taken into account by the Retailer in case of submitting Order Requests. The Provider shall not be obliged to review the Order Requests, neither from an objective, a legal nor other point of view. Possible disagreement in this regard are to be clarified exclusively between the Brand and the Retailer

3.6   Within the framework of the Order Platform, the Provider shall provide the Retailer with the opportunity to communicate with Bands via the functions specified in Section 3.1. The Provider shall not be obliged to store the communication data.

4.   SPECIFIC PART – ORDERWRITER

4.1   By using the Service "OrderWriter" the Retailer may record orders submitted by it via the "OrderWriter App".

4.2   Within the framework of OrderWriter, the Retailer also receives access to the data of goods of the respective Brand (e.g. product pictures, article numbers, colour, description, material, non-binding price quotations) ("OrderWriter Data") via the OrderWriter App after activation by the respective Brand.

4.3   Furthermore, the Retailer may also within the framework of OrderWriter submit Order Requests, which the Provider shall forward to the Brand, provided the Retailer's access to this feature has been activated by the Brand.

4.4   Sections 3.2, 3.4 and 3.5 shall apply accordingly.