On Recurate's website at https://recurate.com/terms-of-service

Recurate Standard Terms of Service

Last updated: August 22, 2023

These terms, including any attachments (collectively, "**Terms**") are entered into as of the effective date listed on the Order Form (the "**Effective Date**")

between Recurate, Inc. ("**Company**") and the customer identified on the Order Form ("**Merchant**"), collectively the "**Parties**."

In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **DEFINITIONS**.

"Authorized Users" means (1) Merchant, including its employees or contractors that Use the Subscription Services on its behalf, or (2) End Users.

"Buyer" means a consumer that purchases Product(s) via Subscription Services on the Sites.

"**Company**" means Recurate, Inc.

"**Company IP**" means the Subscription Services, the underlying software, algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Subscription Services or any Professional Services, Documentation, and Aggregate Data, all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and all intellectual property rights in and to any of the foregoing.

"**Consigned Products**" means the product(s) shipped or otherwise provided by Merchant to Company which Company agrees sell on behalf of Merchant.

"**Consignment**" means the delivery of Consigned Products to Company by Merchant on a consignment basis subject to the terms and conditions set forth in this Exhibit C.

"**Consignment Fee**" means the fee provided in the Order Form for Company to perform the necessary Operations (listed in 2(e) below) on the Consigned Products.

"**Documentation**" means the operator and user manuals, training materials, specifications, minimum system configuration requirements, compatible device and hardware list and other similar materials in hard copy or electronic form if and as provided by Company to Merchant (including any revised versions thereof) relating to the Subscription Services, which may be updated from time to time upon notice to Merchant.

"**End Users**" means end users of the Sites, including Merchant's customers and potential customers.

"**Merchant Materials**" means all information, data, Sites, content and other materials, in any form or medium, that is transmitted or otherwise provided by or on behalf of Merchant or any End Users through the Subscription Services or to Company in connection with Merchant's Use of the Subscription Services, but excluding, for clarity, Aggregate Data and any other Company IP.

"**Order Form**" means a (i) mutually executed order form or other mutually agreed upon ordering document; (ii) purchase order issued by Merchant and accepted by Company inwriting; or (iii) quote issued by Company and accepted by Merchant, in each case which references this Agreement and sets forth the applicable Subscription Services and/or Professional Services to be provided by Company.

"**Products**" means products sold via the Sites and the Subscription Services, including Consigned Products.

"**Professional Services**" means the customization, integration, implementation and/or other professional services, if any, described in the applicable Order Form or Statement of Work setting forth the material terms (SOW).

"Seller" means the Merchant, a customer, or another Authorized User that is offering for sale Product(s) via Subscription Services on the Sites.

"**Sites**" means Merchant's websites, including any subsites or sub-domains that use the Subscription Services.

"**Subscription Services**" means the proprietary technology platform and associated services provided by Company, as more particularly described or identified in the applicable Order Form.

"**Use**" means to use and access the Subscription Services in accordance with this Agreement and the Documentation, including by making the Subscription Services available to End Users via the Sites.

2. **SUBSCRIPTION SERVICES**.

(a) Services. Company will provide the Subscription Services (and if applicable, the Professional Services) to Merchant in accordance with the terms and conditions set forth in the applicable Order Form and this Agreement.

(b) Site Development. Company will develop Site in accordance with written specifications agreed to between the Parties, documented in an SOW, implementation materials, or as otherwise agreed in writing ("Site Specifications"). Merchant shall provide the required brand assets (e.g., logo, color scheme, fonts, hero image, etc.) according to agreed up deadlines, and shall have five business days to provide feedback on the Company's completed Site development. After the Merchant initially approves the initial design and/or development, any request to perform additional design and/or development updates may be subject to a change order or new SOW, to be billed at the Professional Services rate set forth in the Order Form.

(c) Right to Use the Subscription Services. As between Merchant and Company, Company owns and retains all right, title and interest in and to the Subscription Services, Documentation and the Professional Services, including all intellectual property rights therein and Merchant further assigns to Company any feedback provided by or on behalf of Merchant. Subject to

Merchant's compliance with the Terms, Company hereby grants to Merchant a limited, non-exclusive, non-transferable (except pursuant to Section 12(a)) right to Use the Subscription Services in accordance with, and subject to, the terms of the applicable Order Form during the applicable Term. Subject to the limited rights expressly granted hereunder, Company reserves and, as between the Parties will solely own, the Company IP and all rights, title and interest in and to the Company IP. All intellectual property rights created in any Company IP will vest solely in Company upon creation, and to the extent that sole ownership does not originally vest in Company, such intellectual property rights are hereby automatically and irrevocably assigned by Merchant to Company. Merchant will take all actions and execute all documents reasonably requested by Company to give effect to the preceding sentence. No rights are granted to Merchant hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

(d) Use Restrictions. Merchant will not, and will not permit any person or entity (including, without limitation, Authorized Users to, directly or indirectly: (i) copy, modify or create any derivative work of any portion of the Subscription Services or the Documentation; (ii) reverse engineer, decompile, decode, or disassemble or otherwise attempt to derive or gain improper access to any software component of the Subscription Services, in whole or in part; (iii) frame, mirror, sell, resell, market, sublicense, publish, distribute, reproduce, assign, transfer, rent, lease or loan any portion of the Subscription Services to any other person or entity, or otherwise allow any person or entity to Use the Subscription Services for any purpose other than for the benefit of Merchant in accordance with this Agreement; (iv) Use the Subscription Services or Documentation to infringe, misappropriate, or otherwise violate any intellectual property rights or other rights of a third party, or to violate any applicable law; (v) access or search the Subscription Services (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Subscription Services features provided by Company for use expressly for such purposes; or (vi) Use the Subscription Services, Documentation or any other Company Confidential Information for

benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Subscription Services.

(e) Authorized Users. Merchant may authorize only Authorized Users via the Sites., provided that Merchant ensures that Authorized Users comply with the Terms. Company may suspend or terminate any Authorized User's access to the Subscription Services upon notice to Merchant if Company reasonably determines that such Authorized User violated the Terms. Merchant is responsible for all acts or omissions by Authorized Users in connection with their Use of the Subscription Services or Sites.

(f) Customer Support. Company will make commercially reasonable efforts to respond to customer support requests for typical issues related to the resale program and dispute management. If noted in the Order Form or other writing mutually agreed upon by the parties, Company will also review, and approve or deny seller's listings.

3. **FEES AND PAYMENTS**.

(a) Fees. In consideration for Company providing the Subscription Services, any Professional Services (if applicable), and for selling any Consigned Products pursuant to a Consigned Services Exhibit (attached hereto as Exhibit C), Merchant will pay Company the non-refundable fees set forth in the applicable Order Form ("**Fees**"), commencing on the Target Launch Date and in accordance with the payment terms set forth therein and without offset or deduction. Company will invoice Merchant for Fees owed, which shall be paid within thirty (30) days of receipt. .Invoices may be paid through ACH or wire transfer, or If applicable, through Merchant's selected payment method (such as a credit card or debit card) for any Fees on the applicable payment date (no less than monthly, in arrears), including any applicable taxes. If applicable, Company will automatically charge Merchant's selected payment method for any amounts paid by Company to Sellers of products through the Site. If Company cannot charge Merchant's selected payment method for any reason (such as expiration or insufficient funds), Merchant remains

responsible for any uncollected amounts, and Company will attempt to charge the payment method again as Merchant may update its payment method information. In accordance with local law, Company may update information regarding Merchant's selected payment method if provided such information by Merchant's financial institution. Notwithstanding the foregoing, with respect to any Sites hosted on Shopify, Merchant will be automatically billed through Shopify. Shopify will automatically charge Merchant's selected payment method (such as a credit card or debit card) for any Fees on the applicable payment date, including any applicable taxes. In addition, Company will automatically charge through Shopify Merchant's selected payment method for any amounts paid by Company to sellers of products through the Site. If Shopify cannot charge Merchant's selected payment method for any reason (such as expiration or insufficient funds), Merchant remains responsible for any uncollected amounts.

(b) Gift Cards. Upon conclusion of a Seller's sale of a Product through the Sites and Subscription Services, Company may be required by Merchant to facilitate the provision to that End User of a Merchant-branded gift card ("**Gift Card**") issued by Merchant and solely capable of use by the End User (or another recipient designated by the End User as permitted by the terms applicable to such gift card) to make purchases of products and/or services from Merchant on the Sites in accordance with Merchant terms and conditions applicable from time to time. Any service or action by Company related to the provision, issuance or transfer of a Gift Card to End Users shall be made as an authorized intermediary acting in the name of and on behalf of Merchant. Company is not a reseller or issuer of any Gift Card to End Users. Title to any Gift Card will pass from Merchant directly to the relevant End User and shall not vest in Company. Merchant shall be the issuer and supplier of Gift Cards (including on redemption) to End Users for all applicable tax purposes, and for any purposes of any consumer protection or gift card-specific laws, and in each case, Merchant shall make disclosures to End Users as may be necessary in this respect under applicable laws. Merchant shall be solely responsible to any End User in respect of the issue, provision, delivery, activation, acceptance and redemption of any Gift Card and any other action or transaction or other matter (including, without limitation, in respect of any receipt, return, credit or deactivation related to or attributable to such Gift

Card or associated expiration, breakage or related considerations) and Company shall have no obligation to Merchant or any End User with respect to such matters.

(c) Sales Tax; Chargebacks. Merchant will be solely responsible for the calculation, collection and remittance of any sales tax or other tax amounts and the making of any required tax reportings applicable to the purchase of Products by End Users via the Site and the Subscription Services, the issuance and/or redemption of Gift Cards and any other products and services provided by Merchant. Merchant will indemnify, defend and hold harmless Company from and against any and all losses, obligations, fines, penalties and other liabilities related to sales tax or other taxes applicable to purchases of Products via the Sites and the Subscription Services. Merchant is solely responsible for all chargebacks and disputed charges, and any fees associated therewith.

4. **MERCHANT MATERIALS AND DATA**.

(a) Company acknowledges that, as between Merchant and Company and except as set forth in Section 5(b), Merchant owns and retains all right, title and interest in and to all Merchant Materials. Company may use, display and modify the Merchant Materials, including Merchant's names, logos, designs, and other trademarks solely to provide and improve the Subscription Services and Professional Services during the Term (as defined below). In addition, Company may use any data that is derived or aggregated in deidentified form from (i) any Merchant Materials; or (ii) Merchant's and/or its Authorized Users' Use of the Subscription Services ("**Aggregate Data**") and such Aggregate Data constitutes Company IP.

(b) The Parties agree that the terms of the Data Processing Addendum attached hereto as Exhibit B (the "**DPA**") shall govern Company's processing of Personal Data (as defined in the DPA).

5. **REPRESENTATIONS AND WARRANTIES**.

(a) Each Party represents and warrants to the other Party that: (a) it has full

power and authority to enter into this Agreement; and (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary actions and do not violate its organizational documents.

(b) Company represents and warrants that: (A) the Subscription Services will perform in material accordance with the Documentation, (B) for any Professional Services, Company shall ensure that the Professional Services will be performed with due care in a timely manner, (C) Company will employ commercially reasonable efforts under industry standards to prevent the transmission of malware or malicious code via the Subscription Services. Merchant's sole remedy for any breach of the foregoing representations and warranties shall be limited to Company's commercial efforts to repair or replace the Subscription Services. With respect to any development of Sites, such warranties will be for a period of sixty (60) days from delivery.

(c) Merchant represents and warrants that: (A) Company's use of the Merchant Materials in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligations between Merchant and any third-party, (B) the Sites (including any use of the Subscription Services) and all interactions with End Users via the Sites will not violate any applicable laws or regulations, and will not contain a virus or other program or technology designed to disrupt, damage, interfere with or provide unauthorized access to any Company software, hardware or system, (C) the Gift Cards will not violate any applicable laws or regulations, and (D) it will obtain from each End User that lists Product(s) for sale via the Subscription Services the right for Company to use, for any lawful purpose, all information provided by such End User in connection with its product listing.

6. TERM.

The initial term of this Agreement begins on the Effective Date ("Term") and will remain in effect a period specified in the Order Form. The Term will automatically renew for successive terms equal to the initial Term , unless either Party provides the other with at least sixty (60) days' written notice of its intent not to renew this Agreement prior to the end of the then-current Term.

7. **TERMINATION**.

Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and, if able to be cured, such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach. Company may further terminate this Agreement immediately upon written notice to Merchant in the event that Merchant breaches Sections 2(b), 2(c), 2(d), or 5(c), or infringes or otherwise violates Company's intellectual property rights in and to the Subscription Services.

8. **EFFECT OF TERMINATION**.

(a) Upon expiration or termination of an Order Form (other than termination pursuant to Section 7), each other Order Form that is then-in effect, if applicable, will remain in effect for the duration of the then-current Term of such Order Form.

(b) Upon expiration or termination of each Order Form: (i) each Party will make no further use of any Confidential Information belonging to the other Party, and will promptly return to the other Party (or destroy) all Confidential Information of the other Party in its possession or control, except for any archived electronic communications which may be stored confidentially, (ii) Merchant's and its Authorized Users' right to Use the Subscription Services pursuant to such Order Form will immediately terminate and Merchant shall immediately remove the Subscription Services from the Sites, including any access by End Users; and (iii) all Fees owed by Merchant to Company pursuant to such Order Form will be immediately due; provided that if Merchant terminates the Order Form for cause in accordance with Section 7, Company will refund to Merchant a pro rata amount of any Fees paid up-front based on the remainder of the applicable Term.

(c) The rights and obligations of Company and Merchant contained in Sections 3, 4, 8, 9, 10, 11 and 12 will survive any expiration or termination of this Agreement and Order Forms.

9. **CONFIDENTIALITY**.

(a) Confidentiality. As used herein, "**Confidential Information**" means any information that one Party (the "Disclosing Party") provides to the other Party (the "**Receiving Party**")in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the Subscription Services and the Documentation will be deemed Confidential Information of Company. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement; *provided* that Company may use and modify Confidential Information of Merchant in deidentified form for purposes of developing and deriving Aggregate Data. The Receiving Party may disclose Confidential Information of the Disclosing Party only: (i) to those of its employees, contractors, agents and advisors who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure. The terms and conditions of this Agreement will constitute Confidential Information of each Party but may be disclosed on a confidential basis to a Party's advisors, attorneys, actual or bona fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes. Confidential Information shall not include personal data, which is governed by the DPA.

(b) Exclusions. The obligations in Section 9(a) will not apply to the extent any information: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the Receiving Party;(ii) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Receiving Party without

access to or use of any Confidential Information of the Disclosing Party that can be evidenced in writing; or (iv) is rightfully obtained by the Receiving Party from a third-party without restriction on use or disclosure.

10. **DISCLAIMER; LIMITATION OF LIABILITY**.

(a) Disclaimer. THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, ANDOTHER COMPANY IP ARE PROVIDED ON AN "AS IS" BASIS, AND COMPANY MAKES NOWARRANTIES OR REPRESENTATIONS TO MERCHANT, ITS AUTHORIZED USERS OR TO ANY OTHER PARTY REGARDING THE COMPANY IP, THE SUBSCRIPTION SERVICES, PROFESSIONALSERVICES OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY HEREBY DISCLAIMS ALL WARRANTIES ANDREPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANYIMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, COMPANY HEREBY DISCLAIMS ANY WARRANTYTHAT USE OF THE SUBSCRIPTION SERVICES OR PROFESSIONAL SERVICES WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED. THE SUBSCRIPTION SERVICES ARE INTENDED ONLY TO FACILITATE THE RESALE OF USED PRODUCTS THROUGH THE SITES BY END USERS, AND COMPANY IS NOT RESPONSIBLE FOR THE PROCESSING OR FULFILLMENT OF ANY SALES OF SUCH PRODUCTS OR ANY APPLICABLE SALES TAX OR OTHER TAX LIABILITIES. IN ADDITION, MERCHANT IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, REGULATIONS, AND STANDARDS WITH RESPECT TO (A) THE PRODUCTS AND SERVICES OFFERED BY MERCHANT, (B) ALL REQUIREMENTS WITH RESPECT TO THE ISSUANCE AND/OR REDEMPTION OF GIFT CARDS TO OR BY END USERS, AND (C) MAKING THE SUBSCRIPTION SERVICES AVAILABLE TO END USERS VIA THE SITES.

(b) Exclusion of Damages. EXCEPT FOR(I) FRAUD OR WILLFUL MISCONDUCT BY EITHER PARTY, (II) BREACH OF MERCHANT'S PAYMENT OBLIGATIONS AND (III) INFRINGEMENT OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR

THE COST OF COVER OR SUBSTITUTE SERVICES OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE COMPANY IP OR THE PROVISION OF THE SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES,WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT(INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCHPARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(c) Total Liability. EXCEPT FOR COMPANY'S FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT WILL COMPANY'S TOTAL LIABILITY TO MERCHANT IN CONNECTION WITH THIS AGREEMENT,THE COMPANY IP OR THE PROVISION OF THE SUBSCRIPTION SERVICES OR PROFESSIONAL SERVICES EXCEED THE FEES ACTUALLY PAID BY MERCHANT TO COMPANY IN THE TWELVE(12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(d) Basis of the Bargain. THE PARTIES HEREBYACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND MERCHANT AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIRESSENTIAL PURPOSE.

11. **INDEMNIFICATION**.

(a) Indemnification by Company. Subject to Section 11(b), Company will defend Merchant against any claim, suit or proceeding brought by a third-party ("**Claims**") alleging that Merchant's Use of the Subscription Services infringes or misappropriates such third-party's intellectual property rights, and will indemnify and hold harmless Merchant against any damages and costs awarded against Merchant or agreed in settlement by Company (including reasonable attorneys' fees) resulting from such Claim.

(b) Exclusions. Company's obligations under Section 11(a) will not apply if the underlying Claim arises from or as a result of: (i) Merchant's breach of this Agreement, negligence, willful misconduct or fraud; (ii) any Merchant

Materials or the Sites; (iii) Merchant's failure to use any enhancements, modifications, or updates to the Subscription Services that have been provided by Company, including use of a prior version of the Subscription Services that has been superseded by a non-infringing version provided by Company; (iv) modifications to the Subscription Services by anyone other than Company; or (v) combinations of the Subscription Services with software, data or materials not provided by Company.

(c) Indemnification by Merchant. Merchant will defend (or settle), indemnify and hold harmless Company from and against any damages and liabilities (including court costs and reasonable attorneys' fees) awarded in a final judgment against Company, and amounts agreed to in settlement with respect to each of the foregoing, to the extent arising from a Claim against Company that: (i) the Merchant Materials or its use by Company in accordance with this Agreement infringes, misappropriates or violates a third-party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law, rule, or regulation; (ii) is based on Merchant's or an Authorized User's Use of the Subscription Services or Documentation to the extent such Use was not in accordance with this Agreement; (iii) is based on the manufacture, sale, use, return, exchange, delivery, shipping, payment, distribution or marketing for or of any Merchant's products or services or any violation of applicable law, rule, regulation, or standard with respect to Merchant's products or services; (iv) is based on a breach of Section 2(d) by Merchant; or (v) is based on negligence, willful misconduct, or fraud by Merchant. The Party seeking indemnity will provide the other Party with prompt written notice of such Claim (but in any event notice in sufficient time for the indemnifying Party to respond without prejudice) and the indemnifying party will have the exclusive right to defend or settle such Claim. The indemnified Party will reasonably cooperate at the indemnifying Party's expense with the indemnifying Party in the defense and settlement of such Claim. The indemnified Party may participate in the defense of any Claim at its own expense.

12. **MISCELLANEOUS**.

(a) Publicity. Subject to the provisions of Section 9, each Party shall have the

right to publicly announce the existence of the business relationship between the Parties. In addition, during the Term, Company may use Merchant's name, trademarks, and logos (collectively, "**Merchant's Marks**") on Company's website and in its marketing materials to identify Merchant as Company's customer, provided that Company shall use commercially reasonable efforts to adhere to the usage guidelines furnished by Merchant with respect to Merchant's Marks.

(b) Assignment. Neither Party may assign or transfer this Agreement, by operation of law or otherwise, without the other Party's prior written consent, except to an acquirer or successor in interest in connection with a merger or acquisition involving such Party or sale of all or substantially all or such Party's assets. Any attempt to assign or transfer this Agreement without such consent will be void. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the Parties' and their respective successors and permitted assigns.

(c) Entire Agreement. This Agreement, including its exhibits and any Order Forms, is the complete and exclusive agreement between the Parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both oral and written, with respect to its subject matter. This Agreement maybe amended or modified only by a written document executed by duly authorized representatives of the Parties. This Agreement will prevail if it conflicts with any Order Form unless the Order Form expressly identifies the provision in this Agreement it is modifying or replacing.

(d) Export Regulation. Merchant will fully comply with all applicable federal laws, regulations and rules that prohibit or restrict the export or re-export of the Subscription Services or software, or any Merchant Materials, outside the United States ("**Export Rules**"), and will complete all undertakings required by Export Rules, including obtaining any necessary export license or other governmental approval.

(e) Force Majeure. Neither Party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any

payment obligations) due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.

(f) Governing Law; Jurisdiction; ADR. This Agreement will be governed by and construed in accordance with the laws of the state of Delaware without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under the extent not subject to ADR (defined below), These Terms will be brought exclusively in the federal or state courts located in Washington, DC and the Parties irrevocably consent to the personal jurisdiction and venue therein.

(g) **Alternative Dispute Resolution**. Any dispute related to these Terms or the Subscription Services will be submitted to mediation and/or binding arbitration ("ADR") as set forth below. The place of the ADR will be in Washington, DC.

i. Mediation. Any disputes, claims or controversies relating to these Terms or the Subscription Services shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration as set forth below.

ii. Request for Mediation. A party may commence mediation by providing to JAMS and the other parties a written request for mediation, setting forth the subject of the dispute and the relief requested.

iii. Selecting Mediator; Costs. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties will

participate in the mediation in good faith and will share equally in its costs.

iv. Confidentiality. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

v. Arbitration. A party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("**Earliest Initiation Date**"). The mediation may continue after the commencement of arbitration if the parties so desire.

vi. No other proceedings. No party may initiate an arbitration or litigation related to these Terms or the Subscription Agreement prior to the Earliest Initiation Date, except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to participate in selecting a mediator, as set forth above.

vii. Class Action Waiver. The parties hereby waive the right to a jury trial or a trial in front of a judge in a public court (except small claims court). No party may join or consolidate disputes by or against others as a representative or member of a class, to obtain relief in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to this arbitration agreement is found to be illegal or unenforceable, then such provision shall be severed from the arbitration agreement, but the rest of the agreement shall remain enforceable and in full effect.

viii. Tolling. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

(h) Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by a party hereto against the other party arising out of or related to these Terms or the Subscription Services, the prevailing party shall be entitled to recover its reasonable attorneys' fees, other professionals' fees, and court costs from the other party.

(i) Notices. All notices required or permitted under this Agreement will be in writing (email being sufficient), will reference this Agreement, and will be deemed given: (i) when delivered personally;(ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; (iii) when sent by email, on the date the email was sent without a bounce back message if sent during normal business hours of the receiving party, and on the next business day if sent after normal business hours of the receiving party; or(iv) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices (a) to Company will be sent to Recurate, Inc., 712 H St NE PMG 70, Washington, D.C. 20002 with a copy (which shall not constitute notice) to: Fenwick & West LLP, 902 Broadway, 14th Floor, New York NY 10010, Attn: Vejay Lalla, e-mail: vlalla@fenwick.com; and (b) to Merchant will be sent to the addresses set forth in the applicable Order Form; or to such other address as may be specified by either Party to the other Party in accordance with this Section.

(j) Relationship Between the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the Parties. Neither Party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other Party's prior written consent.

(k) No Third-party. Beneficiaries. Unless otherwise expressly provided, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person or entity other than the Parties and their respective successors and assigns.

(l) Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the Parties, and the remaining provisions of this Agreement will remain in full force and effect.

(m) Non-Exclusive Remedies. Except as set forth in this Agreement, the exercise by either Party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

(n) Waiver. Either Party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party granting the waiver.

(o) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy (including via electronic signature) of this Agreement or any Order Form transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such Order Form for all purposes.

EXHIBIT A: Service Level Description

In connection with the Subscription Services, Company will endeavor to provide Merchant with necessary support and access to technical support personnel as described below:

(a) Availability. Company will use commercially reasonable efforts to make

the Subscription Services available to Merchant 99.0% of the time during the Prime Business Hours (as defined below) of the Term and 98.5% overall throughout the Term, except for (i) planned downtime (with reasonable advance notice to Merchant) of the Subscription Service; (ii) emergency downtime of the Subscription Service; (iii) any unavailability of the Subscription Service due to causes beyond Company's reasonable control pursuant to Section 12(f); and (iv) any failure by Merchant to reasonably cooperate with Company in order to restore availability of the Subscription Service (the "Uptime Availability").

(i) "Prime Business Hours" is defined as: Monday through Friday: 8:30 a.m. to 5:30 p.m. Eastern Time (excluding holidays).

(b) Reasonable Support. Company will use commercially reasonable efforts to provide reasonable technical support to Merchant by email and/or phone in connection with use of the Subscription Service during Prime Business Hours.

(c) Severity Levels and Response Times. Upon Merchant's report of a problem with the Subscription Services, a Company representative will acknowledge the report by issuing a confirmation to Merchant by email and Merchant will assign a severity level to the problem based on the type of issue reported. Company will use commercially reasonable efforts to respond to problems with the Subscription Services according to the following target response times:

Severity Level
Description of Problem
Company Target Response Times
Severity 1
A critical problem that involves availability or fundamental functionality of the Subscription Services that precludes productive use of the Subscription Services, and that is having, or is likely to have, an immediate and material impact on a critical business activity of Merchant.

Respond within twenty-four (24) hours of issue being logged; it is recommended that all severity 1 issues be logged via email with applicable Company support contact.

Severity 2

A significant problem that involves functionality of the Subscription Services or degraded availability, but that does not preclude productive use of the Subscription Service and is not having and is not likely to have an immediate and material impact on a critical business activity of Merchant.

Respond within forty-eight (48) hours of issue being logged with applicable Company support contact.

Severity 3

An inconvenient problem with the Subscription Services that inhibits a feature of the Subscription Services but does not preclude productive use of the Subscription Services.

Respond within three (3) business days of issue being logged with applicable Company support contact.

Severity 4

General questions related to the use of the Subscription Services, a "how to" question; an error that is minor or cosmetic in nature; or a request to be considered for future enhancements.

Respond within five (5) business days of issue being logged with applicable Company support contact.

For the avoidance of doubt, failure by Company to meet the target availability or response times set forth herein shall not constitute a breach of the Agreement or result in any liability or remedies provided by Company.

EXHIBIT B: Data Processing Addendum

This Data Processing Addendum ("Addendum") forms part of the Recurate Terms & Conditions (including any Order Form incorporated therein) (the "Agreement") between the Merchant set forth on the applicable Order Form ("Merchant") and Recurate, Inc. ("Service Provider").

1. **Subject Matter and Duration.**

a) **Subject Matter.** This Addendum reflects the parties' commitment to abide by Data Protection Laws concerning the Processing of Merchant Personal Data in connection with Service Provider's execution of the Agreement. All capitalized terms that are not expressly defined in this Addendum will have the meanings given to them in the Agreement. If and to the extent language in this Addendum or any of its Exhibit conflicts with the Agreement, this Addendum shall control.

b) **Duration and Survival.** This Addendum will become legally binding upon the effective date of the Agreement or upon the date that the parties sign this Addendum if it is completed after the effective date of the Agreement. Service Provider will Process Merchant Personal Data until the relationship terminates as specified in the Agreement.

2. **Definitions.**

For the purposes of this Addendum, the following terms and those defined within the body of this Addendum apply.

a) "Merchant Personal Data" means Personal Data Processed by Service Provider on behalf of Merchant.

b) "Data Protection Laws" means the applicable data privacy, data protection, and cybersecurity laws, rules and regulations to which the Merchant Personal Data are subject. "Data Protection Laws" may include, but are not limited to, the California Consumer Privacy Act of 2018 ("**CCPA**"); the EU General Data Protection Regulation 2016/679 ("**GDPR**")and its respective national implementing legislations; the Swiss Federal Act on Data Protection; the United Kingdom General Data Protection Regulation; and the United Kingdom Data Protection Act 2018 (in each case, as amended, adopted, or superseded from time to time).

c) "Personal Data" has the meaning assigned to the term "personal data" or "personal information" under applicable Data Protection Laws.

d) "Process" or "Processing" means any operation or set of operations which is performed on Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

e) "Security Incident(s)" means the breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Merchant Personal Data attributable to Service Provider.

f) "Services" means the services that Service Provider performs under the Agreement.

g) "Subprocessor(s)" means Service Provider's authorized vendors and third-party service providers that Process Merchant Personal Data.

3. **Processing Terms for Merchant Personal Data.**

a) Documented Instructions. Service Provider shall Process Merchant Personal Data to provide the Services in accordance with the Agreement, this Addendum, any applicable Statement of Work, and any instructions agreed upon by the parties. Service Provider will, unless legally prohibited from doing so, inform Merchant in writing if it reasonably believes that there is a conflict between Merchant's instructions and applicable law or otherwise seeks to Process Merchant Personal Data in a manner that is inconsistent with Merchant's instructions.

b) Authorization to Use Subprocessors. To the extent necessary to fulfill Service Provider's contractual obligations under the Agreement, Merchant hereby authorizes Service Provider to engage Subprocessors.

c) Service Provider and Subprocessor Compliance. Service Provider shall (i) enter into a written agreement with Subprocessors regarding such Subprocessors' Processing of Merchant Personal Data that imposes on such Subprocessors data protection requirements for Merchant Personal Data that

are consistent with this Addendum; and (ii) remain responsible to Merchant for Service Provider's Subprocessors' failure to perform their obligations with respect to the Processing of Merchant Personal Data.

d) Right to Object to Subprocessors. Where required by Data Protection Laws, Service Provider will notify Merchant via email prior to engaging any new Subprocessors that Process Merchant Personal Data and allow Merchant ten (10) days to object. If Merchant has legitimate objections to the appointment of any new Subprocessor, the parties will work together in good faith to resolve the grounds for the objection.

e) Confidentiality. Any person authorized to Process Merchant Personal Data must contractually agree to maintain the confidentiality of such information or be under an appropriate statutory obligation of confidentiality.

f) Personal Data Inquiries and Requests. Where required by Data Protection Laws, Service Provider agrees to provide reasonable assistance and comply with reasonable instructions from Merchant related to any requests from individuals exercising their rights in Merchant Personal Data granted to them under Data Protection Laws.

g) Sale of Merchant Personal Data Prohibited. Service Provider shall not sell Merchant Personal Data as the term "sell" is defined by the CCPA.

h) Data Protection Impact Assessment and Prior Consultation. Where required by Data Protection Laws, Service Provider agrees to provide reasonable assistance at Merchant's expense to Merchant where, in Merchant's judgement, the type of Processing performed by Service Provider requires a data protection impact assessment and/or prior consultation with the relevant data protection authorities.

i) Demonstrable Compliance. Service Provider agrees to provide information reasonably necessary to demonstrate compliance with this Addendum upon Merchant's reasonable request.

j) Aggregation and De-Identification. Service Provider may: (i) compile

aggregated and/or de-identified information in connection with providing the Services provided that such information cannot reasonably be used to identify Merchant or any data subject to whom Merchant Personal Data relates ("**Aggregated and/or De-Identified Data**"); and (ii) use Aggregated and/or De-Identified Data for its lawful business purposes.

4. **Information Security Program.**

a) Security Measures. Service Provider shall use commercially reasonable efforts to implement and maintain reasonable administrative, technical, and physical safeguards designed to protect Merchant Personal Data.

5. **Security Incidents.**

a) Notice. Upon becoming aware of a Security Incident, Service Provider agrees to provide written notice without undue delay and within the time frame required under Data Protection Laws to Merchant's Designated POC. Where possible, such notice will include all available details required under Data Protection Laws for Merchant to comply with its own notification obligations to regulatory authorities or individuals affected by the Security Incident.

6. **Cross-Border Transfers of Merchant Personal Data.** If Personal Data originating in the European Economic Area, Switzerland, and/or the United Kingdom is transferred by Merchant to Service Provider in a country that has not been found to provide an adequate level of protection under applicable data protection laws, the parties agree that the transfer shall be governed by Module Two's obligations in the Annex to the Commission Implementing Decision(EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**Standard Contractual Clauses**") as supplemented by Appendix A attached hereto, the terms of which are incorporated herein by reference. Each party's signature to this Addendum shall be considered a signature to the Standard Contractual Clauses to the extent that the Standard Contractual Clauses apply hereunder.

7. **Audits.**

a) Merchant Audit. Where Data Protection Laws afford Merchant an audit right, Merchant (or its appointed representative)may carry out an audit of Service Provider's policies, procedures, and records relevant to the Processing of Merchant Personal Data. Any audit must be: (i)conducted during Service Provider's regular business hours; (ii) with reasonable advance notice to Service Provider; (iii) carried out in a manner that prevents unnecessary disruption to Service Provider's operations; and (iv)subject to reasonable confidentiality procedures. In addition, any audit shall be limited to once per year, unless an audit is carried out at the direction of a government authority having proper jurisdiction.

8. **Merchant Personal Data Deletion.**

a) Data Deletion. At the expiry or termination of the Agreement, Service Provider will delete all Merchant Personal Data (excluding any back-up or archival copies which shall be deleted in accordance with Service Provider's data retention schedule), except where Service Provider is required to retain copies under applicable laws, in which case Service Provider will isolate and protect that Merchant Personal Data from any further Processing except to the extent required by applicable laws.

9. **Merchant's Obligations.**

Merchant represents and warrants that: (i) it has complied and will comply with Data Protection Laws; (ii) it has provided data subjects whose Merchant Personal Data will be Processed in connection with the Agreement with a privacy notice or similar document that clearly and accurately describes Merchant's practices with respect to the Processing of Merchant Personal Data; (iii) it has obtained and will obtain and continue to have, during the term, all necessary rights, lawful bases, authorizations, consents, and licenses for the Processing of Merchant Personal Data as contemplated by the Agreement; and (iv) Service Provider's Processing of Merchant Personal Data in accordance with the Agreement will not violate Data Protection Laws or cause a breach of any agreement or obligations between Merchant and any

third party.

10. **Processing Details.**

a) Subject Matter. The subject matter of the Processing is the Services pursuant to the Agreement.

b) Duration. The Processing will continue until the expiration or termination of the Agreement.

c) Categories of Data Subjects. Data subjects whose Merchant Personal Data will be Processed pursuant to the Agreement.

d) Nature and Purpose of the Processing. The purpose of the Processing of Merchant Personal Data by Service Provider is the performance of the Services.

e) Types of Merchant Personal Data. Merchant Personal Data that is Processed pursuant to the Agreement.

11. **Contact Information.**

a) Merchant and Service Provider agree to designate a point of contact for urgent privacy and security issues (a "**Designated POC**").The Designated POC for both parties are listed in the Brand Order Form.

APPENDIX A TO DATA PROCESSING ADDENDUM - ADDITIONAL TERMS FOR THE STANDARD CONTRACTUAL CLAUSES

This Appendix A forms part of the Addendum and supplements the Standard Contractual Clauses. Capitalized terms not defined in this Appendix A have the meaning set forth in the Addendum. The parties agree that the following terms shall supplement the Standard Contractual Clauses:

1. Supplemental Terms. The parties agree that the following terms shall

supplement the Standard Contractual Clauses: (i) a new Clause 1(e) is added the Standard Contractual Clauses which shall read: "To the extent applicable hereunder, these Clauses also apply mutatis mutandis to the Parties' processing of personal data that is subject to the applicable data protection laws of Switzerland and/or the United Kingdom. Where applicable, references to EU Member State law or EU supervisory authorities shall be modified to include the appropriate reference under Swiss and/or United Kingdom law as it relates to transfers of personal data that are subject to such laws."; (ii) the optional text in Clause 7 is deleted; (iii)Option 1 in Clause 9 is struck and Option 2 is kept, and data importer must submit the request for specific authorization in accordance with Section 3(c)of the Addendum; (iv) the optional text in Clause 11 is deleted; and (v) in Clauses 17 and 18, the governing law and the competent courts are those of Ireland (for EEA transfers),Switzerland (for Swiss transfers), or England and Wales (for UK transfers).

2. Annex I. Annex I to the Standard Contractual Clauses shall read as follows:

A. List of Parties

Data Exporter: Merchant
Address: As set forth in the Notices section of the Agreement.
Contact person's name, position, and contact details: Asset forth in the Contact Information section of the Addendum.
Activities relevant to the data transferred under these Clauses: The Services.
Role: Controller.

Data Importer: Service Provider.
Address: As set forth in the Notices section of the Addendum.
Contact person's name, position, and contact details: Asset forth in the Contact Information section of the Addendum.
Activities relevant to the data transferred under these Clauses: The Services.
Role: Processor.

B. Description of the Transfer: *Categories of data subjects whose personal*

data is transferred: Visitors and Authorized Users.

Categories of personal data transferred: Personal data that is transferred under the Addendum.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: To the parties' knowledge, no sensitive data is transferred.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Personal data is transferred in accordance with the standard functionality of the Services, or as otherwise agreed upon by the parties.

Nature of the processing: The Services.

Purpose(s) of the data transfer and further processing: The Services.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: Data importer will retain personal data in accordance with the Addendum.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: The subprocessors can be viewed by requesting a list from Recurate.

C. Competent Supervisory Authority: The supervisory authority mandated by Clause 13. If no supervisory authority is mandated by Clause 13, then the Irish Data Protection Commission (DPC), and if this is not possible, then as otherwise agreed by the parties consistent with the conditions set forth in Clause 13.

D. Additional Data Transfer Impact Assessment Questions: Data importer agrees that the responses to the data transfer impact assessment questions below are true, complete, and accurate.

Is data importer subject to any laws in a country outside of the European Economic Area, Switzerland, and/or the United Kingdom where personal data is stored or accessed from that would interfere with data importer fulfilling its obligations under the Standard Contractual Clauses? For example, FISA Section 702. If yes, please list these laws: As of the effective date of the Addendum, no court has found data importer to be eligible to receive process issued under the laws contemplated by this question, including FISA Section 702, and no such court action is pending.

Has data importer ever received a request from public authorities for information pursuant to the laws contemplated by the question above? If yes, please explain: No.

Has data importer ever received a request from public authorities for personal data of individuals located in European Economic Area, Switzerland, and/or the United Kingdom? If yes, please explain: No.

3. Annex II. Annex II of the Standard Contractual Clauses shall read as follows: Data importer shall implement and maintain appropriate technical and organizational measures designed to protect personal data in accordance with the Addendum.

4. Clarifying Terms. The parties agree that: (i) the certification of deletion required by Clause 8.5 and Clause 16(d) of the Standard Contractual Clauses will be provided upon Merchant's written request;(ii) the measures Service Provider is required to take under Clause 8.6(c) of the Standard Contractual Clauses will only cover Service Provider's impacted systems; (iii) the audit described in Clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with Section 7 of the Addendum; (iv)where permitted by applicable data protection laws, Service Provider may engage existing subprocessors using European Commission Decision C(2010)593 Standard Contractual Clauses for Controllers to Processors and such use of

subprocessors shall be deemed to comply with Clause 9 of the Standard Contractual Clauses;(v) the termination right contemplated by Clause 14(f) and Clause 16(c) of the Standard Contractual Clauses will be limited to the termination of the Standard Contractual Clauses, in which case, the corresponding Processing of personal data affected by such termination shall be discontinued unless otherwise agreed by the parties; (vi) unless otherwise stated by Service Provider, Merchant will be responsible for communicating with data subjects pursuant to Clause 15.1(a)of the Standard Contractual Clauses; (vii) the information required under Clause 15.1(c) will be provided upon Merchant's written request; and (viii)notwithstanding anything to the contrary, Merchant will reimburse Service Provider for all costs and expenses incurred by Service Provider in connection with the performance of Service Provider's obligations under Clause 15.1(b) and Clause 15.2 of the Standard Contractual Clauses without regard for any limitation of liability set forth in the Agreement.

EXHIBIT C Consignment Services

1. CONSIGNED PRODUCTS.

a. Approval. Prior to delivery of any Consigned Products from Merchant to Company, Merchant will (1) obtain Company's prior approval and (2) provide Company with a spreadsheet containing a detailed inventory of the Consigned Products. The template spreadsheet will be provided by Company. No prior approval is necessary for delivery of individual parcels directly from End Users, for returned products that are routed directly to Company. Consigned Products will be subject to this Agreement.

b. Delivery. For deliveries from Merchant, Merchant will deliver the Consigned Products to Company's operational partner for arrival within Company's specified delivery window. Company may cancel any planned or actual shipment of Consigned Products if Merchant fails to ship the Consigned Products within Company's stated delivery window. Merchant will comply with any shipping instructions provided by Company to before any shipment is made. Merchant will be responsible for any losses, liabilities, costs,

damages, charges or expenses incurred by Company as a direct result of late or non-delivery by Merchant. Merchant will provide shipping carrier information and tracking number so Company can track the shipment of all Consigned Products and confirm delivery date. For all deliveries, including those from Merchant and directly from End Users, Merchant is responsible for all shipping, handling, and/or packaging costs. Any additional shipping terms will be as mutually agreed upon by the parties, provided that if no terms are so agreed upon, shipping shall be Delivered At Place (as defined in Incoterms). Notwithstanding the foregoing, Company will not pay any charges for shipping, handling, and/or packaging, unless otherwise agreed upon in advance in writing.

c. Title; Risk of Loss. Notwithstanding anything to the contrary, risk of loss and title to the Consigned Products will remain with Merchant until Consigned Products are sold. Upon sale to and receipt of Consigned Products to an End User, title of such Consigned Products will pass directly to such End User.

d. Operations. Upon successful receipt of Consigned Products by Company from Merchant, Company will use commercially reasonable efforts to list and sell the Consigned Products in accordance with its then-current, standard business processes ("Operations"), which may include but not be limited to the following:

i. Inventory management, which includes: (1) sorting inventory (including assessment and style level sorting); (2) condition grading (assigning a condition to inventory based on aligned; (3) systems entry (including tagging and digital product matching with master product sku);

ii. Photographing, including a maximum of four (4)images per Consigned Product (including front, back, or blemish photography, as determined based on aligned SOP);

iii. Warehousing, including inventory storage until sale;

iv. Listing for sale on Site;

v. Pick, pack, and ship options including leveraging Company's integrated shipping with available tracking for buyer

vi. Packing and shipping to next best use provider if a Consigned Product is deemed non resellable;

vii. Preparation according to any reasonable specifications provided in advance in writing by Merchant. Any additional operations requested by Merchant may incur an additional fee.

e. Fee. For each Consigned Product assessed, Company will be entitled to the applicable Consignment Fees.

f. Required Price Decrease and Restock Fee. Company has the right to reduce the price for Consigned Products that remain unsold for over one (1) month. For any inventory that cannot be resold after three (3) months, Merchant will be subject to a four dollar ($4 USD) processing fee.

g. Returns. Company may at any time return any Consigned Products, or a portion thereof, to Merchant, thereby ending all Consignment of such returned Consigned Products whereby Company will have no further obligation or liability to Merchant for such Consigned Products. In the event of any return, Merchant is responsible for covering all affiliated costs including but not limited to the cost of any Consigned Product Merchant wishes to return and all delivery, shipping, and handling fees.

h. Refunds. For purposes of clarification: (i) in no event will Company be required to make any payment to Merchant with respect to a sale by Company of a Consigned Product for which Company has not received payment from the End User-purchaser; (ii) in the event that Company is required to refund any payment to an End User with respect to a sale of Consigned Products for any reason whatsoever, Company shall not have any obligation to pay Merchant with respect to such sale to such End User; and (iii) all of the payment obligations of Company set forth in this Section 2 of this Exhibit C are subject to the obligations of the parties with respect to returns of Consigned Products by End Users to Company, including for

defective products or otherwise. In the event that Company refunds for any reason any payment to an End User with respect to a sale of Consigned Products for which Company has previously paid Merchant pursuant to this Section 1 of this Exhibit C, Company will be entitled to a credit against the next payment due to Merchant from Company pursuant to this Section 1 of this Exhibit C in amount equal to the full amount paid to Merchant with respect to the sale of such Consigned Products. In the event that the aggregate amount of such credits exceeds the amount owing by Company to Merchant for all orders by End Users for Consigned Products in any particular month, Merchant will pay the difference owing to Company within ten (10) business days of being notified by Company of the amount owing.

3. REPRESENTATIONS AND WARRANTIES.

a. Consigned Products. In addition to the representations and warranties set forth elsewhere in the Agreement, with regard to Consigned Products, Merchant represents and warrants that they: (i)are free from any defects in workmanship, materials, and design, (ii) are and shall be packaged, labeled, handled, shipped, and stored by Merchant or its agent consistent with the highest industry standards and in compliance with all applicable laws, rules, regulations, and codes, (iii) are fit, safe, and effective for their intended uses and purposes and operate as intended, and(iv) are free and clear of all liens, security interests, or other encumbrances.

4. INDEMNIFICATION.

a. Indemnification for Consigned Products. In addition to the indemnification obligations set forth elsewhere in the Agreement, Merchant will defend (or settle), indemnify and hold harmless Company from and against any damages and liabilities (including court costs and reasonable attorneys' fees)awarded in a final judgment against Company, and amounts agreed to in settlement with respect to each of the foregoing, to the extent arising from a Claim against Company in connection with: (i) with regard to Consigned Products, (a) any defect or workmanship or quality issues thereof; (b) personal injury, death, or damage caused by Consigned Products; (c) any infringement of intellectual property rights relating to the Consigned Products;

(d) any return or rejection of any Consigned Products; or (e) any failure by Merchant to obtain any legally required approval, consent, or license required in relation to such Consigned Products.