

‘Annex to Commercial Offer Zalando SE General Terms and Conditions for Services

These General Terms and Conditions for Services (the “GTC”) apply to the purchase of services (“Services”) by Zalando SE with its principal place of business located at Valeska-Gert-Straße 5, 10243, Berlin, Germany (“Zalando”). Together with a respective Commercial Offer these GTC form the “Contract” between Zalando and you as the Service Provider (hereinafter referred to as “Service Provider”). Zalando and the Service Provider together are referred collectively as “the Parties”.

The Parties declare and mutually acknowledge that they have the necessary legal capacity to freely and spontaneously conclude the present agreement within the scope of the power of their representation.

I. General, scope of application

1. These General Purchasing Terms and Conditions (“GTC”) shall apply to all contracts of Zalando SE, and its affiliated companies (according to Section 15 Aktiengesetz [German Stock Corporation Act] (AktG)) concerning the purchase of Services from Service Provider. These GTC shall apply to Subsidiary or Parental Companies of Zalando, within the meaning given §§ 15 et seq. of the German Stock Corporation Act (AktG), if these are purchasing Services from Service Providers, and the Parties shall conclude specific Commercial Offers. The contracting party and invoice addressee shall be the commissioning company in each case.

2. These GTC as an ANNEX together with the Commercial Offer shall consist of a legally binding agreement between Zalando and Service Provider to which the Services shall be agreed. The Commercial Offer shall define the Scope of Services, any other commercial conditions agreed between the Parties and the Price and/or Fees. The Contract shall be concluded when Zalando confirms the Commercial Offer, by signature and these GTC’s are accepted by the Service Provider via its signature under the Commercial Offer which shall include these GTC’s obligatorily. If the Commercial Offer has been prepared by Zalando, the contract shall also be concluded if the Service Provider has signed the offer or confirmed its acceptance via email.

3. Zalando reserves the right to amend these GTC, whereby the amended GTC shall apply from the inclusion of the amended GTC in relation to the Service Providers. These GTC shall apply exclusively. Any Terms and Conditions pre-formulated or otherwise provided by the Service Provider shall not become part of the Contract and are expressly excluded. .

4. The provisions of the Commercial Offer or any other individual agreements shall take precedence over these GTC. Insofar as legal provisions in the Commercial Offer/individual agreements or in these GTC are not excluded, the statutory provisions shall apply additionally as far as if applicable.

5. Any legally significant declarations and notices to be submitted to Zalando by the Service Provider upon conclusion of the contract (e.g. setting of deadlines, dunning notice, declaration of withdrawal) shall be made in writing (Section 126 Bürgerliches Gesetzbuch [German Civil Code] (BGB)) to be effective.

6. In the case of a contract with two or more Service Providers , each individual Service Provider shall be jointly and severally liable for the fulfilment of the agreement.

II. Rights and Obligations of the Service Provider

1. The Service Provider shall fulfil the obligations conferred upon it in accordance with this contract with all the diligence of a prudent business person in its field, applying the level of knowledge and competence necessary to be expected from such professionals to ensure the optimal accomplishment of the Services.

2. The Service Provider guarantees that the Services provided to Zalando are free from protective rights of third parties that exclude or impair their use by Zalando.

III. Invoicing and terms of payment

1. The Fee to be paid for the agreed Services is defined in the Commercial Offer. Any additional Services performed by the Service Provider in addition to the agreed Services under the Commercial Offer shall only be

remunerated with the prior written approval of Zalando.

2. Zalando shall only be in default after the Service Provider has sent a reminder and Zalando did not perform payment within 60 days after the reminder,, unless otherwise agreed. The Service Provider shall only be entitled to set-off or retention rights if counterclaims have been legally established or are undisputed.

3. The Service Provider must ensure that the invoicing complies with the legal requirements stemming from EU VAT directive 2006/112/EU and the VAT law of applicable tax jurisdiction. (and the requirements specified by Zalando.

4. Unless expressly agreed otherwise and set out in GTC, the payments made are gross payments and the Service Provider will be wholly responsible for his/her own tax liabilities. Zalando is not liable in any way for Service Provider's tax liabilities save that if so required to do so by a statutory authority it will deduct national withholding tax.

5. The Service Provider shall participate in Zalando's electronic invoicing process and shall settle its rights through Zalando's electronic invoicing tool. This applies to all electronic invoicing procedures, unless Service Provider and Zalando have agreed on a different process. Further information on electronic invoicing is available on [Zalando eProcurement](#).

6. The invoice shall be payable within 60 days of receipt of the proper, auditable invoice by the correspondent Zalando accounts payable department, in addition to the signed delivery receipts. The invoice shall contain a Purchase Order number and the Service Provider shall follow Zalando's Invoice Processing and eProcurement platform Coupa ("Zupply"). The Service Provider is only entitled to issue the invoice after the delivery or other fulfilment of its service. Should the Services require approval from Zalando, the Service Provider shall only be entitled to invoice after a successful acceptance, unless the parties have agreed otherwise.

7. Payment shall take place by bank transfer to the Service Provider's account indicated on the invoice.

8. Zalando's issuing the transfer instruction to the bank/credit institution shall determine the timeliness of the payment.

IV. Intellectual Property and Right to Work Results, Marketability of the services

1. The Service provider represents it has validly acquired the corresponding intellectual property rights for the production of all contents needed for the provision of the Services. Additionally, Service Provider hereby indemnifies and holds Zalando' harmless from and against any possible claims, losses, damages, fines, penalties, costs and expenses resulting from the reproduction and public communication of the contents created by Service Provider.

2. Insofar as the Services consist of copyright-protected works, the Service Provider grants Zalando upon origination and with no separate remuneration, the exclusive, unlimited by time, factual scope and territory, as well as transferable and/or sublicensable rights of use to the work results – including any rights of use and exploitation rights, performance protection and other rights known at the time of conclusion of the contract. This includes, but is not limited to, the following types of use: i). the right to use the work outcomes in the provision of Services to third parties or to otherwise commercially exploit, to translate, lease or lend them; ii). the right to reproduce and make publicly available the work outcomes or parts thereof in all known or future yet to be developed physical and non-physical forms and media; and iii) .the right to edit or otherwise modify the work outcomes and the right to use the results of the edit or modifications itself in any of the ways specified in this agreement.

V. Liability

1. Both parties shall be liable to each other without limitation only for damage caused by intentional and grossly negligence. as well as in the event of injury to death, personal injury, damage to health.

2. In the event of simple negligence, both parties shall be liable for breach of a material contractual obligation. A material contractual obligation within the meaning of this clause is an obligation the fulfilment of which is necessary for the achievement of the objective of the Agreement or which enables the performance of the Agreement in the first place. This liability is limited to the typical and foreseeable damage at the time of the conclusion of the contract.

3. All aforementioned limitations of liability shall apply accordingly in favour of the employees, agents and vicarious agents of the parties.

4. Nothing in section shall limit or be construed in a way to limit liability of the Parties for a) intent; b) any guarantee; c) claims based on Product liability Act.

5. Service Provider is obliged to indemnify Zalando against any third party claims in connection with the services provided by it, unless their cause lies within Zalando's area of control or responsibility and/or Service Provider itself is liable in relation to third parties.

6. Service Provider shall be liable for all costs incurred by Zalando resulting from the infringement of any third party rights, damages and any other disadvantages, including disadvantages suffered by Zalando due to the fact that it cannot use the Services as planned.

VI. Term and Termination

1. The GTCs enter into force once the Commercial Offer together with the GTC as an Annex between Zalando and Service Provider is signed by both Parties. The term of the contract is defined in the Commercial Offer. If no term is defined, the Contract ends automatically i) upon 12 months after its conclusion, or ii) after all services under each commercial offer are Delivered, whichever occurs earlier.

2. The statutory right of the parties to extraordinary termination for cause shall remain unaffected.

VII. Subcontractors or other third parties

1. Unless otherwise stipulated, the Service Provider shall only be entitled to use subcontractors or other third parties ('Subcontractors') after Zalando's prior written consent. The Service Provider shall remain fully responsible for the performance of the contractual services even if Subcontractors are used.

2. If the Service Provider intends to pass on contractual services to Subcontractors, even in part, it shall notify Zalando in writing in due time, but at least two weeks before the planned start of the respective work, of the name and address of the Subcontractor concerned, as well as the services to be

performed by the Subcontractor at the Service Provider's request.

3. The Service Provider shall formulate the agreements between the Service Provider and its approved Subcontractors in such a way that the Subcontractor's services meet the same qualitative and other requirements that the Service Provider has undertaken to fulfil vis-à-vis Zalando. In particular, the Service Provider shall also be obliged to make contractual arrangements for confidentiality with the respective Subcontractor, which shall correspond accordingly with the obligations between Zalando and the Service Provider. The respective Subcontractor must undertake the service contracted to it professionally and be competent, capable and reliable. At Zalando's request, the Service Provider must provide appropriate proof of this. The Service Provider shall indemnify Zalando against claims by third parties and Subcontractors which are asserted against Zalando due to the assignment of Subcontractors to fulfil the obligations incumbent upon the Service Provider. In particular, this applies to any third-party claims for payment of wages, minimum wages and social security contributions.

4. The Service Provider hereby assigns its claims against the Subcontractor commissioned by it in connection with the contractual services to Zalando as security and Zalando accepts this transfer. This assignment shall not lead to a deferment or other restrictions of the Service Provider's obligations. The Service Provider is not entitled to refer Zalando to claims against the Subcontractor based on the assignment as security. However, the Service Provider shall be authorized to assert all rights and claims from the contracts with Subcontractors in its own name until Zalando revokes this authorization. Zalando may only revoke the authorization and raise the claims itself if the Service Provider is in default with the performance of a cardinal duty and/or one of the parties has made a declaration aimed to terminate the contract. General Terms and Conditions for Indirect Procurement Version: 11. December 2019 More information [here](#).

5. In the case of revocation of the authorization pursuant to Section VII. 5, the Service Provider shall provide Zalando with the contract concluded with the Subcontractor concerned, including all annexes.

6. If the Service Provider violates an obligation from Paragraph VII. 1 or Paragraph VII. 3, Zalando can demand immediate injunctive relief. In addition, Zalando may withdraw from the contract after unsuccessfully setting a reasonable deadline for performance or in the event of a breach of the obligation to refrain from performance. Setting a deadline is not required if circumstances exist which justify the immediate withdrawal of Zalando under consideration of the mutual interests or if Zalando can no longer be reasonably expected to adhere to the contract due to the Service Provider's breach of duty. Further rights, in particular claims for damages, remain unaffected.

VIII. Confidentiality

1. The Service Provider must use all data, documents, materials and other objects provided to it by Zalando in electronic or physical form ('Information') exclusively for the fulfilment of its contractual obligations. Zalando reserves all property rights, copyrights and industrial property rights. In particular, the Service Provider is not authorized to disclose or make this Information available to third parties without prior written consent of Zalando. All third parties on the Service Provider's side are deemed to be, with the exception of (i) the Service Provider and its employees and (ii) the Service Provider's professional consultants, insofar as they are under a legal duty of confidentiality.

2. The Service Provider must inform Zalando immediately at any time upon request about all measures taken by it to comply with the provisions according to Section VIII. 1.

3. Zalando shall have the right to demand from the Service Provider the return or deletion or destruction of all Information in the Service Provider's possession within a reasonable period of time set by Zalando at the Service Provider's own expense and risk; by exercising its right, Zalando shall consider the Service Provider's legitimate interests. If it becomes impossible for the Service Provider to perform the contractual services without this Information, it shall be obliged to inform Zalando of this immediately after receipt of the request for deletion or return. Insofar and as long as the performance of the contractual services becomes impossible due to a deletion or surrender, Zalando shall be released from its obligation to perform the contractual services.

4. The obligations under this Paragraph VIII. do not apply to Information i) which is accessible or made available to the general public without breach of the obligations under this Agreement or if the data must be disclosed by the Service Provider in accordance with the order of a court or an administrative or government authority. The Service Provider shall be obliged to notify Zalando immediately of such an order and to give Zalando the opportunity to dispute the necessity of disclosure or to request an appropriate confidentiality order. The previous sentence shall not apply to the extent that the Service Provider is prohibited from fulfilling the obligations set forth therein by the order itself.

5. The provisions of this Paragraph VIII. shall remain in force for three years after termination or performance of the contract.

6. An announcement or evaluation of the existing business relationship with Zalando in publications or for advertising purposes may only be made with prior written consent from Zalando.

IX. Code of Conduct

1. The Service Provider acknowledges Zalando's Code of Conduct and assures that it accepts and will adhere to the principles expressed therein. The Code of Conduct may be subject to changes and becomes part of the Agreement regardless of whether the Service Provider has signed it separately. Upon request, Zalando will provide it at any time. In case of non-compliance with Zalando's Code of Conduct by its employees, agents, personnel and subcontractors, Zalando reserves the right to automatically terminate the Contract with the Service Provider and Service Provider shall indemnify Zalando for any loss or damages resulting therefrom.

X. Choice of law and place of jurisdiction

1. For these GTC and all legal relationships between Zalando and the Service Provider, the law of the Federal Republic of Germany shall apply excluding in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2. Berlin shall be the exclusive (and international) place of jurisdiction for all disputes arising from the contractual relationship. Zalando may choose to raise claims at the Service Provider's place of performance for its obligations.

Signatures

Zalando SE

Signature: _____

Name: _____

Title: _____

Date: _____

Service Provider: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Zalando SE

Signature: _____

Name: _____

Title: _____

Date: _____

Service Provider: _____

Signature: _____

Name: _____

Title: _____

Date: _____