

Annex to Commercial Offer

商业要约附件

Zalando General Terms and Conditions for Services

Zalando 一般服务条款和条件

These General Terms and Conditions for Services (the “**GTC**”) apply to the purchase of services (‘**Services**’) by Zalando (Shenzhen) Technology Development Co., Ltd., with the registered address of 802, Tower D, China Resources Land Tower, 91 Kefa Road, Dachong Community, Yuehai Street, Nanshan District, Shenzhen, China and any of its Affiliates in China (“**Zalando**”). Together with a respective Commercial Offer these GTC form the “**Contract**” between Zalando and you as the Service Provider (hereinafter referred to as the “**Service Provider**”). Zalando and the Service Provider together are referred collectively as “**the Parties**”.

本服务一般条款和条件(“本条款”), 适用于嘉兰朵(深圳)科技发展有限公司(注册地址为中国深圳市南山区粤海街道大冲社区科发路 91 号华润置地大厦 D 座 802 室)及其在中国的任何关联方(以下简称“**Zalando**”)采购服务(“服务”)的行为。本条款与相应的商业要约一起构成 Zalando 与作为服务提供方的您(“服务提供方”)之间的“合同”。Zalando 和服务提供方统称为“双方”。

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

双方声明并相互确认, 其具备必要的法律行为能力在代表权限范围内自由、自愿订立协议。

I. General, Scope of Application

一般条款; 适用范围

1. These General Purchasing Terms and Conditions (“**GTC**”) shall apply to all the Contracts of Zalando and its Affiliates in China, if these are purchasing Services from the Service Providers, and the Parties shall conclude specific Commercial Offers.

本一般采购条款和条件(“本条款”)适用于 Zalando 及其在中国的关联方向服务提供方采购服务的所有合同, 双方应签订具体的商业要约。

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 are accepted by the Service Provider via its signature under the Commercial Offer which shall include these GTC. 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.

本条款(作为附件)与商业要约应构成 Zalando 和服务提供方之间具有法律约束力的协议, 双方应就服务达成一致。商业协议应明确服务范围、双方商定的任何其他商业条件以及价格和/或费用。当 Zalando 通过签字确认商业要约, 且服务提供方依据应含有本条款的商业要约, 通过在商业要约上签字接受本条款时, 合同即成立。如果商业要约由 Zalando 拟定, 则在服务提供方通过电子邮件签署要约或确认接受要约的情况下, 合同即告成立。

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.

Zalando 保留修订本条款的权利, 本条款的修订版自其修订内容被纳入与服务提供方相关的合同中时起生效。本条款具有排他适用效力。服务提供方预先制定或以其他方式提供的任何条款和条件均不得成为合同的一部分, 并明确被排除在外。

The provisions of the Commercial Offer or any other individual agreements shall take precedence over these GTC in case of any conflict. To the extent any statutory provisions are not excluded by the Commercial Offer/individual agreements or these GTC, the statutory provisions shall apply additionally as far as if applicable.如果出现任何冲突, 商业要约或任何其他单项协议的条款应优先于本条款适用。如果商业要约/单项协议或本条款未排除法律规定, 则法律规定应在其适用范围内相应适用。

4. Any communication or notices to be submitted to Zalando by the Service Provider shall be made in writing (which shall be as defined under PRC Civil Code) for effectiveness.

为生效之目的, 服务提供方为履行协议而向 Zalando 提交的任何通知或函件均应采用书面形式(定义见《中华人民共和国民法典》)。

5. 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 Contract.

在与两个或两个以上服务提供方签订合同的情况下, 每个服务提供方应对合同的履行承担连带责任。

II. Rights and Obligations of Service Provider

服务提供方的权利和义务

1. The Service Provider shall fulfil the obligations conferred upon it in accordance with the 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.

服务提供方应履行合同约定的义务, 尽到其所属行业谨慎经营者的应有注意义务, 运用此类专业人员应有的知识和能力水平, 确保以最佳方式完成服务。

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

服务提供方保证向 Zalando 提供的服务不存在排除或损害 Zalando 使用权的第三方权利。

III. Invoicing and Terms of Payment

发票和付款条件

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.

商业要约中载明了为约定服务支付的费用。除商业要约中的约定服务外, 服务提供方提供的任何额外服务只能在事先获得 Zalando 书面批准的情况下, 方可获得报酬。

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 lien rights if counterclaims have been legally established or are undisputed.

除非另有约定, 否则只有在服务提供方发出催款通知, 且 Zalando 在催款通知发出后 60 天内未履行付款义务的情况下, Zalando 才构成违约。只有在反诉依法成立或无争议的情况下, 服务提供方才有权享有抵销权或留置权。

3. The Service Provider must ensure that the invoicing complies with the legal requirements stemming from the laws and regulations of applicable tax jurisdiction, and the requirements specified by Zalando. 服务提供方必须确保开票符合适用税务管辖区的法律法规要求以及 Zalando 规定的要求。

4. Unless expressly agreed otherwise and set out in GTC, the Service Provider will be wholly responsible for its 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. 除非另有明确约定并在本条款中列出, 否则服务提供方将对其自身的纳税义务自行负责。Zalando 对服务提供方的纳税义务不承担任何责任, 除非法定机构要求其代扣代缴法定税款。

5. The Service Provider shall participate in Zalando's electronic invoicing process as per Zalando's instructions and shall settle its rights through Zalando's electronic invoicing tool. Any purchase order number or other reference provided by Zalando must be clearly stated on the invoice and, where possible, also on the fapiao. The fapiao shall be uploaded to Zalando's invoicing tool as supporting documentation, if technically feasible, and submitted in accordance with local regulatory requirements. Participation in the electronic invoicing process shall not release the Service Provider from the obligation to issue the fapiao. 服务提供方应按照 Zalando 的指示参与 Zalando 的电子开票流程, 并通过 Zalando 的电子开票工具结算其权利。Zalando 提供的任何采购订单号或其他参考信息都必须在账单上清楚注明, 如有可能, 还应在发票上注明。如果技术上可行, 应将发票作为证明文件上传到 Zalando 的开票工具, 并根据当地的监管要求提交。参与电子开票流程并不免除服务提供方开具发票的义务。

6. Any invoice issued by the Supplier shall be payable within 60 days of receipt of the proper, auditable invoice and legal fapiao by the correspondent Zalando accounts

payable department, in addition to the signed delivery receipts by Zalando, provided always that the Service Provider may issue the invoice only after the full delivery (and acceptance, if applicable) of goods or the fulfilment of its services, as applicable and that the invoice and fapiao are submitted always through Zalando's electronic invoicing process or any other process as otherwise agreed by the parties.

服务提供方开具的任何账单, 均应在 Zalando 应付账款部门收到适当、可审计的账单和合法发票, 以及Zalando签署的送货签收单后 60 天内支付, 但前提是服务提供方仅可在货物全部交付(和验收, 如适用)或服务履行完毕后(如适用)方可开具账单, 且账单和发票应始终通过 Zalando 的电子开票流程或双方另行商定的任何其他流程提交。

7. Payment shall take place by bank transfer to the Service Provider's account indicated on the invoice. 付款应通过银行转账至发票上注明的服务提供方账户。

IV. Intellectual Property and Right to Work Results, Domain Names, Marketability of Services

知识产权和工作成果权、域名、服务的适销性

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.

服务提供方声明其已有效获得相应的知识产权, 以制作提供服务所需的所有内容。此外, 因 Zalando 复制和公开传播服务提供方创建的内容, 导致Zalando发生任何索赔、损失、损害赔偿、罚款、处罚、成本和费用的, 服务提供方应向Zalando赔偿, 并使其免于承担任何责任。

2. Insofar as the Services consist of copyright-protected works, the Service Provider grants Zalando upon origination and with no separate remuneration, a worldwide, non-exclusive, perpetual, unlimited, transferable, and sub-licensable licence to use and exploit the work results 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 the Contract.

如果服务包含受版权保护的作品，则服务提供方在原创时即向 Zalando 授予全球范围内、非独占、永久、无限、可转让和可再许可的使用和利用作品成果的许可，且Zalando无需另行支付报酬。该等许可包括但不限于以下类型的使用权：i) 将工作成果用于向第三方提供服务，或以其他方式进行商业性开发、翻译、出租或出借；ii) 以所有已知或未来开发的物理和非物理形式和媒介，复制和公开提供工作成果或其部分内容；以及iii) 编辑或以其他方式修改工作成果，以及以协议约定的任何方式使用编辑或修改结果。

3. The Service Provider shall not purchase, create, or use any domain or subdomain name containing the name, brands or registered or unregistered trademarks of Zalando or any of its affiliates, or any similar name that may create a likelihood of confusion. All such domain names are to be validated and owned exclusively by Zalando or an affiliate thereof.

服务提供方不得购买、创建或使用任何包含 Zalando 或其任何关联方的名称、品牌或注册或未注册商标的域名或子域名，或任何可能造成混淆的类似名称。所有该等域名均由 Zalando 或其关联方独家验证和拥有。

V. Personal Information 个人信息

1. The Service Provider may provide Zalando with personal information (the “**Service Provider Personal Information**”) from time to time in connection with potential, ongoing or completed services and collaborations, including but not limited to, the name, title, email address, telephone number, mobile phone number, office address, office postcode of the Service Provider's legal representative, principal, employees, relevant agents, customers or authorised subcontractors and other contacts. The above Service Provider

Personal Information is subject to the actual information requested by Zalando.

服务提供方可能不时向 Zalando 提供与潜在、正在进行或已完成的服务和合作相关的个人信息 (“服务提供方个人信息”)，包括但不限于服务提供方法定代表人、负责人、员工、相关代理人、客户或授权分包商及其他联系人的姓名、职务、电子邮件地址、电话号码、手机号码、办公地址、办公邮编。上述服务提供方个人信息以 Zalando 要求的实际信息为准。

2. The Service Provider acknowledges and undertakes that, with respect to the Service Provider Personal Information that it has provided or will provide to Zalando from time to time upon the execution of the Contract, it shall, prior to the provision of the Service Provider Personal Information to Zalando, (i) inform the relevant data subjects of the processing activities and purposes of processing of the applicable Service Provider Personal Information to be carried out by Zalando, (ii) obtain the explicit consent of such data subjects (including separate consent for cross-border transfers of the applicable Service Provider Personal Information) and (iii) ensure compliance with other statutory requirements under the PRC Personal Data Protection Law (PIPL).

服务提供方确认并承诺，对于其已经提供或在合同签署后不时提供给 Zalando 的服务提供方个人信息，其应在向 Zalando 提供服务提供方个人信息之前，(i) 告知相关数据主体，Zalando 将对服务提供方个人信息进行处理活动和处理目的；(ii) 征得该等数据主体的明确同意(包括对服务提供方个人信息进行跨境转移的另行同意)；以及 (iii) 确保遵守《中华人民共和国个人信息保护法》(PIPL)规定的其他法定要求。

3. Without prejudice to the general confidentiality obligations under Clause X, where Service Provider processes personal information made available by Zalando (including, without limitation, personal information about Zalando's employees, agents, or service users) (together as the “**Zalando Personal Data**”), Service Provider agrees to: 在不影响第10条规定的一般保密义务的前提下，服务提供方在处理 Zalando 提供的个人信息 (包括但不限于有关 Zalando 员工、代理人或服务用户的个人信息) (统称为 “**Zalando 个人数据**”) 时，服务提供方同意履行以下义务：

(i) process such Zalando Personal Data always within the territory of PRC (which, solely for the purpose of the Contract shall

exclude Hong Kong, Macau and Taiwan) solely on Zalando's documented instructions and solely for the purpose of performing its contractual obligations under the Contract; 在中国境内（就合同而言，不包括香港、澳门和台湾），仅根据 Zalando 的文件指示处理该等 Zalando 个人数据，并仅用于履行合同项下的合同义务；

(ii) implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks associated with the processing of such Zalando Personal Data, including measures to prevent unauthorized or unlawful processing of Zalando Personal Data and against accidental loss, destruction, or damage, and review and update these measures regularly; 采取适当的技术和组织措施，确保与处理该等 Zalando 个人数据相关风险相适应的安全级别，包括防止未经授权或非法处理 Zalando 个人数据以及防止意外丢失、毁坏或损坏的措施，并定期审查和更新该等措施；

(iii) ensure that all persons authorized to process such Zalando Personal Data are subject to enforceable confidentiality obligations;

确保所有被授权处理此类 Zalando 个人数据的人员都必须履行可强制执行的保密义务；

(iv) notify Zalando without undue delay, and in any event within 24 hours, upon becoming aware of any personal data breach involving Zalando Personal Data, providing all relevant information about the breach, including its nature, scope, likely consequences, and the mitigation measures taken or planned;

在发现任何涉及 Zalando 个人数据的个人数据泄露事件后，立即（不得晚于24小时）通知

Zalando，并提供所有相关信息，包括泄露事件的性质、范围、可能造成的后果以及已经采取或计划采取的化解措施；

(v) not engage any sub-processors without Zalando's prior written consent and ensure that any approved sub-processors are contractually bound by data protection obligations that are no less protective than those set out in this clause, and remain fully liable for the performance of any sub-processor;

未经 Zalando 事先书面同意，不得再行委托任何第三方对个人信息进行处理，并确保任何经批准的该等第三方在合同中受到不低于本条款规定的的数据保护义务的约束，并对任何该等第三方的履约行为承担全部责任；

(vi) provide reasonable assistance to Zalando in responding to data subject requests or conducting Personal Information Protection Impact Assessments (PIPIAs), as required under applicable data protection laws;

根据适用的数据保护法律要求，在回应数据主体请求或进行个人信息保护影响评估 (PIPIA) 时，向 Zalando 提供合理的协助；

(vii) return or securely delete all personal data upon termination of the Contract, unless retention is required by applicable law;

在合同终止时归还或安全删除所有个人数据，除非适用法律要求保留；

(viii) permit Zalando, or a third-party auditor appointed by Zalando, to conduct audits or inspections of the Service Provider's compliance with this clause and applicable data protection laws, upon reasonable prior notice and during regular business hours;

允许 Zalando 或由 Zalando 指定的第三方审计人员经合理事先通知后，在正常营业时间内，对服务提供方遵守本条款和适用数据保护法律的情况进行审计或检查；

(ix) cooperate with competent PRC data protection authorities as required by law, in relation to the processing of Zalando Personal Data.

根据法律要求，就 Zalando 个人数据的处理与中国主管数据保护机构合作。

4. The Service Provider shall comply with all applicable data protection laws and regulations of the People's Republic of China, including but not limited to the Personal Information Protection Law (PIPL), in its processing of Zalando Personal Data on behalf of Zalando. Zalando shall remain the data controller (as defined under PIPL) with respect to Zalando Personal Data and retains full responsibility for the lawfulness of the processing.

服务提供方在代表 Zalando 处理 Zalando 个人数据时，应遵守中华人民共和国所有适用的数据保护法律法规，包括但不限于《个人信息保护法》（PIPL）。Zalando 始终是 Zalando 个人数据的数据控制方（定义见《个人信息保护法》），并对数据处理的合法性承担全部责任。

VI. Publicity 宣传

The Service Provider shall not use Zalando's and/or its Affiliates' names, trademarks, service marks, or other proprietary marks in any form and/or for any purpose whatsoever

without the prior written consent of Zalando. For avoidance of doubt, this includes any reference, quote or notification to third parties that Service provider is a Zalando supplier in its corporate documents, website or by any means, digital or hardcopy, or any reference to any project awarded, whether for commercial or noncommercial purposes, without Zalando's prior written authorization. If the Service Provider or any of its respective affiliates has an obligation to make or issue any announcement required by any stock exchange, governmental authority or applicable laws in connection with the Contract, the Service Provider shall not issue any such announcement until Zalando has agreed in writing to the wording and intended distribution of the announcement.

未经 Zalando 事先书面同意, 服务提供方不得以任何形式和/或出于任何目的使用 Zalando 和/或其关联方的名称、商标、服务标志或其他专有标志。为避免疑义, 这包括在未经 Zalando 事先书面授权的情况下, 在其公司文件、网站或以任何方式(电子版或印刷版)向第三方提及、引用或告知服务提供方是 Zalando 的供应商, 或提及所获得的任何项目(无论出于商业或非商业目的)。如果服务提供方或其任何关联方有义务根据任何证券交易所、政府机构或适用法律的要求, 发布与合同有关的任何公告, 则在 Zalando 书面同意公告措辞和拟定发布之前, 服务提供方不得发布任何此类公告。

VII. Liability 责任

1. The Service Provider shall indemnify, defend and hold harmless Zalando, its affiliates, contractors, directors, agents, employees, successors and assigns from and against any and all losses, expenses (including all reasonable attorneys' fees and legal expenses), liabilities, claims (including third-party claims), and damages Zalando may incur or suffer arising out of or in relation to (i) the expected and foreseeable use of the contractual services provided by the Service Provider, (ii) the breach by the Service Provider of its obligations, representations or warranties under the contract; and (iii) the negligence or misconduct of the Service Provider, its personnel and affiliates and/or subcontractors. In the event Zalando incurs legal expenses to successfully enforce the Service Provider's obligations under the Contract, Zalando shall be entitled to recover all such expenses from the Service Provider, including, for avoidance of doubt, all reasonable attorneys' fees and costs of

proceedings. Zalando's remedies specified in this contract shall be cumulative, and any remedies specified herein do not exclude any other remedies available.

因 (i) 服务提供方提供的商品和服务的预期和可预见用途; (ii) 服务提供方违反其在合同中的义务、陈述或保证; (iii) 服务提供方及其员工、关联方和/或分包商的疏忽或不当行为, 而导致 Zalando 发生或牵涉任何损失、费用(包括所有合理的律师费和法律费用)、债务、索赔(包括第三方索赔)和损害赔偿金, 服务提供方应向 Zalando、其关联方、承包商、董事、代理人、员工、继承人和受让人赔偿、为其辩护, 并使其免于承担任何责任。如果 Zalando 为了强制服务提供方履行其在合同项下的义务而发生了法律费用, Zalando 有权向服务提供方追偿所有此类费用(为避免疑义, 包括所有合理的律师费和诉讼费)。Zalando 在合同项下的救济具有累积性, 合同中约定的任何救济并不排除 Zalando 享有的任何其他可获得的救济。

2. Zalando shall be liable to the Service Provider without limitation only for damage caused by willful misconduct and gross negligence, or in connection with death, personal injury or death. Zalando 仅在因其故意和重大过失造成损害或因人身伤害或死亡造成损害的情形下, 其责任才不适用责任限额。

3. Unless provided herein otherwise, 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 Contract or which enables the performance of the Contract in the first place. This liability is limited to the typical and foreseeable damage at the time of the conclusion of the Contract. 除非本合同另有规定, 在一般过失的情况下, 双方均应对违反重大合同义务承担责任。本条款所指的重大合同义务是指为实现合同目的而必须履行的义务, 或能使合同启动履行的义务。该责任仅限于签订合同时可预见的典型损失。

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

如双方的员工、代理或转委托代理人须承担责任, 则上述所有责任限制应相应适用。

5. Nothing in this Clause shall limit or be construed in a way to limit liability of the Parties for a) intent and b) any guarantee; c)

claims based on the liability of the services under contract.

本条中的任何内容均不得限制或解释为限制任何一方就下列事项承担的责任:a) 故意行为; b) 任何担保;c) 基于合同约定的服务责任提出的索赔。

6. Service Provider is obliged to indemnify Zalando against any third party claims in connection with the services provided by it, unless such claims arise for a reason attributable to fault of Zalando. .

因服务提供方提供的服务导致Zalando遭受任何第三方索赔的, 服务提供方有义务向Zalando赔偿, 除非该等索赔因可归责于Zalando的过错的原因而导致的。

7. 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.

因服务侵犯任何第三方权利, 导致Zalando产生任何费用、损害赔偿及其他不利后果, 包括但不限于Zalando因无法按计划使用相关服务而遭受的不利后果, 服务提供方应向Zalando承担赔偿责任。

VIII. Term and Termination 期限和解除

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.

本条款在 Zalando 和服务提供方签署商业要约(连同作为该要约之附件的本条款)后生效。商业要约中载明了合同期限。如果未载明期限, 则合同在以下情况下自动终止:i) 合同签订后 12 个月;或 ii) 每份商业要约项下的所有服务均已交付(以两者中较早发生者为准)。

2. Unless otherwise agreed in the Contract and/or Commercial Offer either Party may, at its option and upon written notice to the other Party, terminate the Contract forthwith if: (a) a material breach of the Contract by the other Party (which shall include but not be limited to breach of agreed Services and confidentiality

obligations) is not remedied within thirty (30) days after the breaching Party's receipt of written notice of the breach from the non-breaching Party; (b) the other Party admits in writing its inability to pay its debts generally as they become due, files a petition for bankruptcy or insolvency or executes an assignment for the benefit of creditors or any such similar documents; or (c) a receiver, trustee in bankruptcy or similar officer is appointed for the other Party's property.

除非在合同和/或商业要约中另有约定, 在下列情况下, 任何一方经书面通知对方, 可选择立即解除合同:(a) 违约方收到非违约方的书面违约通知后三十 (30) 天内, 仍未纠正其重大违约行为(包括但不限于违反约定服务和保密义务);(b) 另一方书面承认无力支付到期债务, 提交破产或无力偿债申请, 或为债权人利益签署转让或任何类似文件;或(c) 另一方的财产被指定接管人、破产受托人或类似人员。

3. Unless otherwise agreed in the Contract and/or Commercial Offer. To the extent permitted by laws, Zalando may terminate the Contract without cause upon ninety (90) days prior written notice to the Service Provider. 除非合同和/或商业要约中另有约定, 在法律允许的范围内, Zalando 经提前九十 (90) 天书面通知服务提供方, 可无理由解除合同。

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

双方依法享有的基于法定事由行使单方解除权的权利不受影响。

IX. Subcontractors or Other Third Parties 分包商或其他第三方

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 obligations, and liable for the action and omissions by the Subcontractors where a Subcontractor is used.

除非另有约定, 只有在 Zalando 事先书面同意的情况下, 服务提供方才有权使用分包商或其他第三方(“分包商”)。如果使用分包商, 服务提供方仍应对分包商履行合同义务的行为负全部责任, 并对分包商的作为和不作为负责。

2. If the Service Provider intends to subcontract

any contractual obligation to the Subcontractors, it shall notify Zalando in writing for approval, no later than two weeks prior to the planned start of the respective subcontracted work, of the name, address, the obligations or services to be subcontracted and such other detail as requested by Zalando in respect of the Subcontractor concerned.

如果服务提供方打算将任何合同义务分包给分包商履行, 则应在分包工作计划开始前两周内以书面形式将分包商的名称、地址、分包义务或服务以及 Zalando 要求提供的其他详细信息通知 Zalando, 以供批准。

3. The Service Provider shall enter into formal the Contracts with its approved Subcontractors in such a way that the Subcontractor's services and performance meet the same qualitative and other requirements as 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 performance of the obligations and service subcontracted to it professionally, and be competent, capable and reliable. At Zalando's request, the Service Provider must provide appropriate proof of the capability and undertaking of the Subcontractor as per the foregoing. The Service Provider shall indemnify Zalando against claims by third parties and Subcontractors asserted against Zalando due to the assignment of Subcontractors to fulfil the obligations incumbent upon the Service Provider, including without limitation, any claims for payment of wages, minimum wages and social security contributions.

服务提供方应与经Zalando认可的分包商签订正式合同, 使分包商的服务和业绩符合服务提供方对 Zalando 承诺的相同质量和其他要求。特别是, 服务提供方还有义务与分包商签订保密合同, 该等合同义务应与 Zalando 和服务提供方之间的保密义务一致。各分包商必须以专业的方式履行分包给其的义务和服务, 并且具有相应的专业能力、履约能力及可靠性。应 Zalando 的要求, 服务提供方必须提供分包商具备上述能力和作出上述承诺的相关证明。如果第三方和分包商因受托履行服务提供方的义务向 Zalando

提出任何索赔, 包括但不限于任何工资、最低工资和社会保险费方面的索赔, 服务提供方应当向Zalando赔偿。

4. If so requested by Zalando, the Service Provider shall assign to Zalando its rights and claims against the Subcontractor in connection with the subcontracted contractual goods and/or services to Zalando provided, however that the Supplier shall always remain liable to Zalando with respect to any goods or services subcontracted to, and provided by, the Subcontractor notwithstanding the assignment. The Supplier shall execute such documents and take such other actions as necessary to effect such assignment, including, without limitation, notifying the Subcontractor of such assignment to Zalando

经Zalando要求, 供应商应将其因分包商向Zalando提供分包商品和/或服务所产生的相关权利和债权转让给Zalando; 但是, 即使进行了转让, 服务提供方仍应始终就分包商分包和提供的任何货物或服务对 Zalando 负责。服务提供方应签署必要的文件并采取必要的其他行动以实现上述转让, 包括但不限于将上述转让通知分包商。

5. If the Service Provider violates an obligation under Section IX, without prejudice to any other remedy available, Zalando may immediately terminate the Contract by a notice in writing.

如服务提供方违反了第 9条项下的义务, 在不影响Zalando享有的任何其他救济权的前提下, Zalando 经书面通知, 可立即解除合同。

X. Confidentiality

保密

1. **'Confidential Information'** means, with respect to information disclosed or made accessible to a party (the "Recipient") by the other party or its affiliates (the "Discloser"): (i) all information and data of any kind, including technical, scientific, economic, financial, commercial or legal, and in particular, any trade secret, idea, plan, study, experimental protocol, report, drawing, graphic representation, specifications, know-how, prototype, material, formula, process, method of synthesis, method of formulation, analytical method, manufacturing process, parameters, material, molecule, non-commercial sample, functionalities of product, software, computer

program, algorithm, disclosed in whatever form or medium and by whatever means, (ii) any information which Recipient may discover, observe or otherwise become aware of during meetings between the Parties and/or visits to the facilities of Discloser, (iii) any information concerning the Contract or its objectives, and (iv) all information or data derived, resulting from or incorporating Confidential Information of the Discloser, provided, however, that any contractual services developed or created specifically for the Zalando shall become the Confidential Information of the Zalando upon creation.

“**保密信息**”是指一方或其关联方（“披露方”）向另一方（“接收方”）披露或提供的信息，包括(i)任何种类的所有信息和数据，包括技术、科学、经济、金融、商业或法律方面的信息和数据，尤其是以任何形式或媒介和任何方式披露的任何商业秘密、创意、计划、研究、实验方案、报告、图纸、图形表示法、规格、诀窍、原型、材料、配方、工艺、合成方法、配制方法、分析方法、制造工艺、参数、材料、分子、非商业样品、产品功能、软件、计算机程序、算法；(ii)接收方在双方会晤和/或参观披露方设施时可能发现、观察或以其他方式了解到的任何信息；(iii)有关合同或其目标的任何信息；以及(iv)由披露方保密信息衍生、产生或包含其中的所有信息或数据，但任何专为 Zalando 开发或创建的合同服务一经创建即应成为 Zalando 的保密信息。

2. The Service Provider must use all Confidential Information provided to it by Zalando in electronic or physical form 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 Confidential Information available to third parties without prior written consent of Zalando. Notwithstanding the foregoing, the Service Provider may disclose the Confidential Information to (i) its employees on a need-to-know basis and (ii) its professional advisers, provided that they are subject to legal or contractual obligations to maintain confidentiality.

服务提供方必须将 Zalando 以电子或实物形式向其提供的所有保密信息仅用于履行合同义务。

Zalando保留所有产权、版权和工业产权。尤其是，未经 Zalando 事先书面同意，服务提供方无权向第三方披露或提供该等保密信息。尽管有前述约定，服务提供方可以向以下人士披露保密信息：(i)需要知悉保密信息的员工；和(ii)服务提

供方的专业顾问，但条件是前述人士负有法定或约定保密义务。

3. 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 X. 2.

服务提供方必须随时应要求立即向 Zalando 告知其为遵守第10.2条而采取的所有措施。

4. Zalando may demand from the Service Provider the return or deletion or destruction of all Confidential 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. If it becomes impossible for the Service Provider to perform the contractual services without this Confidential Information, it shall be obliged to inform Zalando of this immediately after receipt of the request for deletion or return for deleting or return, in which case, the parties shall discuss in good faith the solution to it.

Zalando 可要求服务提供方在 Zalando 规定的合理期限内归还、删除或销毁其掌握的所有保密信息，相关费用和 risk 由服务提供方自行承担。如果服务提供方没有该等保密信息即无法履行合同服务，其有义务在收到删除或归还要求后立即通知 Zalando，在该等情况下，双方应本着诚意商讨解决方案。

5. The obligations under this Paragraph VIII. do not apply to Confidential Information i) which is accessible or made available to the general public other than as a result of a breach of the confidentiality obligation hereunder, or that must be disclosed by the Service Provider according to the order by a court or administrative or government authority or regulatory body provided that the Service Provider shall, to the extent permissible under the applicable law, inform Zalando immediately of such order and allow Zalando an opportunity to dispute the necessity of said disclosure. .

本条项下的义务不适用于在不违反合同义务的情况下向公众公开或提供的保密信息，或者服务提供方必须根据法院、行政机关或政府机关的命令披露的情况，但条件是服务提供方有义务在收到该等命令后，在法律许可的范围内，立即通知 Zalando，给予 Zalando 就披露的必要性提出异议的机会。

6. The provisions of this Paragraph X. shall remain valid during the term of the Contract and for three years after the expiry or termination of the Contract for whatever reason.

本条在合同有效期内以及合同期满或解除后三年内有效。

7. 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.

只有在事先获得 Zalando 书面同意的情况下，方可在出版物或广告中公开或评估与 Zalando 的现有业务关系。

XI. Code of Conduct

行为准则

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 GTC and Contract 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.

服务提供方确认 Zalando 的行为准则，并保证接受并遵守其中所述的原则。行为准则可能会有变动，并成为本条款的一部分，无论服务提供方是否另行签署。经服务提供方要求，Zalando 将随时向其提供行为准则的文本。如果服务提供方的员工、代理人、工作人员或分包方未遵守 Zalando 的行为准则，Zalando 有权自动解除与服务提供方签署的合同，且服务提供方还应就由此给 Zalando 造成的任何损失或损害承担赔偿责任。

XII. Force Majeure

不可抗力

1. 'Force Majeure' means any event that is unpredictable, unavoidable, beyond the control of and exterior to the will of the parties, and which prevents the fulfillment, in whole or in part, of a party's contractual obligations. Force Majeure events may, to the extent the

preceding definition is satisfied, include: (i) civil or foreign war, (ii) riots, (iii) strike, (iv) work stoppage, (v) fire, (vi) tremendous water damages, (vii) governmental decisions, (viii) enactment or implementation of regulations or legislation, court order, or any other restriction that has not been foreseeable, (ix) trade war, (x) explosion, (xi) natural disasters, and (xii) epidemic or pandemic diseases. For avoidance of doubt, the foregoing is a non-exhaustive list of potential Force Majeure events under the above definition.

“不可抗力”是指任何不可预测、不可避免、超出双方控制且不以双方意志为转移的事件，该事件妨碍一方履行全部或部分合同义务。在符合上述定义的情况下，不可抗力事件包括(i) 内战或外战；(ii) 暴乱；(iii) 罢工；(iv) 停工；(v) 火灾；(vi) 巨大水灾；(vii) 政府决定；(viii) 颁布或实施法规或立法、法院命令或任何其他无法预见的限制；(ix) 贸易战；(x) 爆炸；(xi) 自然灾害，以及 (xii) 流行病或大流行病。为避免疑义，上述仅为上述定义下潜在不可抗力事件的非详尽清单。

2. Each party shall be relieved of its obligations to the other if and to the extent that it is prevented from or hindered in performing them by an event of Force Majeure.

如果一方因不可抗力事件而无法履行对另一方的义务，则在此范围内免除其对另一方的义务。

3. The Service Provider shall inform Zalando of the event within 24 hours of it occurring and take all reasonable steps to minimise the impact of the event of Force Majeure (and such steps shall include, without limit, sourcing substitute products with the prior written approval of Zalando) and shall, where necessary, implement any business continuity and/or disaster recovery plans that it has in place to ensure a continued supply.

服务提供方应在事件发生后 24 小时内通知 Zalando，并采取一切合理措施将不可抗力事件的影响降至最低（此类措施应包括但不限于在获得 Zalando 事先书面批准的情况下采购替代产品），并应在必要时执行其制定的任何业务连续性和/或灾难恢复计划，以保持持续供应。

4. If the Force Majeure event lasts for more than thirty (30) days from the date of the notice and prevents the Service Provider from performing his obligations during that period, Zalando is entitled, but not obliged, to terminate, as of right, the Contract, in whole or in part (in which case the parties shall negotiate the conditions for the continuation of the contract).

如果不可抗力事件自通知之日起持续超过三十(30)天,且在此期间服务提供方无法履行其义务,则 Zalando 有权但无义务全部或部分解除合同(在部分解除的情况下,双方应协商合同继续履行的条件)。

XIII. Applicable Law and Dispute Resolution

适用法律和争议解决

1. For these GTC and all legal relationships between Zalando and the Service Provider, the law of the People's Republic of China (“PRC”) shall apply exclusively.

对于本条款以及 Zalando 与服务提供方之间的所有法律关系,中华人民共和国(“中国”)法律拥有专属管辖权。

2. Any disputes arising out of or in connection with the contract shall be resolved through friendly consultation between both parties. In the event that a dispute cannot be resolved through consultation, it shall be submitted to the Shenzhen Court of International Arbitration (SCIA) of for

arbitration. The arbitration shall be conducted in accordance with the SCIA Arbitration Rules in effect at the time of applying for arbitration. The number of the arbitrator shall be one. The language of the arbitration shall be in Chinese. The award of the arbitrators shall be final and binding upon the parties.

因合同引起的或与合同有关的任何争议,应由双方友好协商解决。如协商不能解决争议,应提交深圳国际仲裁院(SCIA)仲裁。仲裁应按照申请仲裁时有有效的 SCIA 仲裁规则进行。仲裁员人数为一名。仲裁语言为中文。仲裁员的裁决为终局裁决,对双方均有约束力。

XIV. Language

语言

The Contract is written in both Chinese and English languages, and the English version shall prevail in case of any conflict.

合同以中英两种语言书就,若中、英文本存在不一致,应以英文文本为准。



Signatures

签名

Zalando (Shenzhen) Technology
Development Co., Ltd.
嘉兰朵(深圳)科技发展有限公司

Service Provider: _____
服务提供方: _____

Signature: _____
签名: _____

Signature: _____
签名: _____

Name: _____
姓名 _____

Name: _____
姓名 _____

Title: _____
职务: _____

Title: _____
职务: _____

Date: _____
日期: _____

Date: _____
日期: _____