

Supply Terms

These Otrium Supply Terms apply to each delivery of products by Otrium's brand partners on or after the date indicated at the bottom of these terms. Otrium has the right to update, revise or amend these Otrium Supply Terms unilaterally at any time by posting updated Otrium Supply Terms on the Otrium Partner Platform or by otherwise providing such update to its brand partners.

- Partner shall, and shall procure that the products to be delivered, comply with the supply specifications set out herein, including
 the Online Store Requirements, the Stock List Requirements and the Quality Requirements.
- Partner shall meet the Online Store Requirements and the Stock List Requirements at least ten (10) business days before a
 scheduled delivery date, by uploading visuals to the <u>Otrium Partner Platform</u> and providing other information by email to Otrium's
 account manager with a copy to <u>brandsupply@otrium.com</u>, while adding the "drop number" provided by Otrium in the subject
 line of the email and using Otrium's <u>stock list template</u> for the stock list.
- Partner shall enable Otrium to announce the delivery to its warehouse by providing delivery details in time, in any event including
 (i) the delivery date, (ii) the carrier, (iii) the number of pallets and boxes, (iv) the total number of products, (v) the retail value and
 (vi) any extra services needed (e.g. polybagging, labelling, stickering) (the "Delivery Details").
- Upon receipt of the Delivery Details and provided the Online Store Requirements and Stock List Requirements have been met, Otrium will confirm the delivery date or propose an alternative date.
- Partner shall inform Otrium's account manager if Partner is not to be able to meet the supply specifications set out herein, in which case Otrium will work with Partner to find a solution within its full-service model. Partner shall inform Otrium's account manager if partner is not to be able to meet the supply specifications set out herein, in which case Otrium will work with Partner to find a solution within its full-service model. The waiver by Otrium of any default or breach of these Otrium Supply Terms, will not constitute a waiver of any other or subsequent default or breach. The mere fact that Otrium allows the sale of products through its Marketplace shall not constitute any such waiver.
- In case of a default or breach of these Otrium Supply Terms, costs may be applied by Otrium in accordance with the marketplace
 and fulfilment agreement, using the prices included in the latest Otrium value added services rate table, which can also be found
 on the Otrium Partner Platform.

Online Store Requirements

information to be provided by partner to enable Otrium to set up an online store

(1)	Minimum of three (3) images per product (including at least one (1) packshot or model shot taken from the front and displaying the entire product by itself on white background) ¹	(5)	Otrium at its sole discretion A clear product description of more than fifty (50) characters per product including material compositions and care instructions
(2)	Minimum image resolution of 467x700 pixels	(6)	Minimum six (6) lookbook images
(3)	Images are not blurry	(7)	Size chart (guide)
(4)	Content in images is appropriate and does not	(8)	Brand logo (vector)

(9)

Brand story

violate ethical standards, as determined by

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¹ If images are not complete or inadequate upon receipt of the products at Otrium's warehouse, Otrium has the right to proceed with photography for the relevant products, with any reasonable costs in relation thereto to be borne by the partner in accordance with the marketplace and fulfilment agreement. Also, Otrium reserves the right to edit the images provided by partner for a display in accordance with Otrium's content guidelines.

Stock List Requirements

product information to be provided by partner

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Quality Requirements

specifications for deliveries and products to be met by partner

(1)	The drop number is noted on each pallet or delivery unit (box/rack)		behavior, drug use, inappropriate language, perpetuation of stereotypes)
(2)	Flatpack polybags, shoes and accessories in	(8)	Products are not damaged or dirty ²
	boxes (not too full)	(9)	Products are not delivered in plastic bags or
(3)	Multiple boxes grouped on one pallet		garbage bags
(4)	Barcodes clearly visible on the products	(10)	Products are without old price tags from earlier
(5)	Polybags on each individual product		sales
(6)	Items without polybags are delivered in	(11)	Accessories will be bundled per type of items
	separate boxes to allow fast processing		(e.g. earrings, watches, glasses, etc.)
(7)	Products are appropriate and do not violate	(12)	Accessory article numbers are noted on each
	ethical standards, as determined by Otrium at		box to allow fast recognition
	its sole discretion (e.g. by containing,	(13)	For accessories sufficient protective cases or
	expressing, representing, inciting or promoting		bags are included with the shipment and the
	discrimination, hate speech, political		items should already be packed in such cases
	extremism, violence, objectification and		or bags if to be delivered as such to end
	exploitation, self-injury and other harmful		customers

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² Damaged or dirty products will be put aside as 'B-choice'. Otrium's account manager will discuss with brand partner what to do with such products.