

WGSN DataFeed Licence Standard Terms and Conditions

1. Definitions

"Affiliate" means any person or entity that directly or indirectly controls, is controlled by, or is under common control with another person or entity.

"Applicable Law" means each law, enactment, order, regulation, regulatory policy and mandatory or generally recognised industry code of conduct or guidelines in any applicable jurisdiction relating or applicable to a party or any of its activities.

"Authorised Users" means those employees, agents and independent contractors of the Company who are authorised by Company to use the Data.

"Company" has the meaning given to that term in the Order Form.

"Contract" means agreement between the parties in relation to the supply of Data, consisting of the Order Form and these terms and conditions.

"Contract End Date" has the meaning given to that term in the Order Form.

"Contract Start Date" has the meaning given to that term in the Order Form.

"Data" means the data supplied by or on behalf of WGSN as further described in the Data Schedule.

"Data Schedule" means the data schedule issued to the Company together with the Order Form.

"Fee" the charges payable by Company to WGSN as described in the Order Form and this Agreement.

"Force Majeure" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract and includes, but is not limited to war, terrorism, riot or civil commotion, strikes, lock outs or other industrial action, acts of or restrictions imposed by government or public authority, a party becoming at risk of, or being placed on, a sanctions list, failures of supply of services, explosion, fire, flood, natural disaster and breakdown or failure of equipment.

"Initial Term" has the meaning given in paragraph 2.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyrights (including copyright in software), trademarks, service marks, trade, business and domain names, trade dress rights, rights in goodwill or to sue for passing off, unfair competition rights, design rights data and database rights, rights in confidential information (including know-how and trade secrets), publicity rights and any other proprietary rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Order Form" means the purchase order form signed by WGSN and the Company in relation to the Data.

"Permitted Purpose" shall have the meaning given to it in paragraph 3.

"Term" has the meaning given in paragraph 2.

"Renewal Period" has the meaning given in paragraph 2.

"WGSN" means WGSN Inc., a Delaware corporation.

2. Basis of Contract

The Order Form constitutes an offer by the Company to license and supply Data in accordance with these terms and conditions. The Order Form shall only be deemed to be accepted when WGSN issues written acceptance of the Order Form or commences the services under the Contract at which point the Contract shall come into existence effective from the Contract Start Date. The Contract shall continue from the Contract Start Date until the Contract End Date, unless terminated earlier in accordance with paragraph 13 below (the **"Initial Term"**).

Upon expiry of the Initial Term, the Contract shall automatically continue for further successive periods equal to the Initial Term (each a **"Renewal Period"**), unless terminated by either party providing written notice to the other of not less than 90 days prior to the end of the Initial Term or a Renewal Period. The Initial Term and each Renewal Period shall together be referred to as the **"Term"**.

These terms and conditions apply to the Contract to the exclusion of any other terms that the Company seeks to impose or incorporate, or which are implied by trade, custom,

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practice or course of dealing. The supply of any Data to the Company does not constitute acceptance of any of the Company's terms and conditions and does not serve to modify the terms of the Contract.

3. Licence

Subject to the terms and conditions of this Contract, WGSN hereby grants to the Company and its Affiliates, a non-exclusive, non-transferable, licence to (i) use the Data for internal analytic and other related internal business operations; and (ii) to use insubstantial extracts from the Data to produce reports, analysis and other derivative works to share with clients provided that any Data used in any derivative works is not identifiable to and does not reference WGSN or any of its Affiliates (the "**Permitted Purpose**")

The Company may permit its Affiliates and Authorised Users to use the Data as part of the Permitted Purpose, provided that the Company shall ensure that each Affiliate and Authorised User complies with this Contract and the Company shall be liable for any breach or other default by any Affiliate or Authorised User.

WGSN shall deliver or make available the Data to the Company on the basis set out in the Order Form.

The Company may during the Term use the Data to carry out and produce reports, analysis and other derivative works, provided that this is done for the Permitted Purpose only and unless otherwise allowed within the Permitted Purpose the Data used in any derivative works does not remain identifiable and may not be extracted from the derivative works.

WGSN may from time to time during the Term, change the format of the Data or the means of delivery or access upon giving the Company at least ten (10) days' advance notice of any material changes. WGSN shall take into account and use its reasonable efforts to address any reasonable concerns and issues that may be expressed by the Company during such notice period in response to any proposed changes.

4. Charges and payment

In consideration for the licence and supply of Data, the Company shall pay to WGSN a non-refundable Fee as specified in the Order Form. The Fee shall be payable on such terms as are specified in the Order Form, and is not subject to any deductions, credits or other set-offs.

The Fee is exclusive of any and all applicable taxes. The Company is responsible for any taxes that the Company is obligated to pay or that WGSN may collect from the Company or may be liable to pay in connection with the Contract, other than taxes on WGSN's income.

Without prejudice to any other rights and remedies available to WGSN, WGSN shall be entitled to charge the Company interest on any overdue amount under the Contract at the lesser of the prime interest rate (as quoted in the Wall Street Journal, Eastern Edition) plus 2% and the maximum amount permitted under applicable law, accruing on a daily basis from the due date until the date of actual payment of the overdue amount whether before or after judgment and compounding every 90 days.

If WGSN has not received payment by the due date, and without prejudice to any other rights and remedies, WGSN may, without liability to the Company, suspend the Company's access to Data and the licence.

The Company acknowledges and agrees that WGSN may with effect from each anniversary of the Contract Start Date increase the Fee by an amount equal to the higher of: (i) the annual Retail Prices Index; and (ii) 3%, without prior notification to the Company.

The Company shall be liable for its own costs in respect of any use of the Data.

5. Restrictions

The Company hereby warrants, represents and undertakes to WGSN that it shall not and shall procure that no third party shall:

- a. make any use of the Data other than for the Permitted Purpose;
- b. except to the extent permitted by any Applicable Law which cannot be waived by agreement of the parties, attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Data;
- c. except as expressly permitted in paragraph 3, attempt to modify, duplicate, create derivative works from, republish, transmit, or distribute the Data in any form or media or by any means;
- d. make any copies of the Data except to the extent reasonably necessary for the Permitted Purpose and for purposes of back up and disaster recovery, mirroring (and similar availability enhancement techniques);
- e. give access to the Data to any person other than the Authorised Users;
- f. remove, amend, add to or otherwise tamper with any trade marks, identifiers, notices, legends or disclaimers added by WGSN to the Data;
- g. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit or otherwise make the Data available for resale in any manner; or

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- h. use the Data in any way that is contrary to any Applicable Law.

If there has been any breach of any part of this paragraph 5 or any other unauthorised acts or omissions in relation to the Data, without prejudice to any other right or remedy WGSN may have, WGSN may (i) suspend availability of the Data until the breach or unauthorised act or omission has been remedied; and/or (ii) charge the Company for an amount equal to the fees it would have charged if such act or omission had been authorised; and/or (iii) terminate this Contract forthwith.

6. Data Security

WGSN shall use its reasonable commercial efforts to ensure that the Data delivered or made available to the Company does not contain any virus or other malicious code at the time of delivery.

The Company acknowledges and agrees that the Data is highly confidential, sensitive and commercially valuable and accordingly must be stored, treated and handled with utmost care and in accordance with this paragraph 6 and all other parts of this Contract.

The Company shall implement all appropriate technical and organisational security measures and housekeeping in accordance with good industry practice to protect the Data and to maintain the security, confidentiality and integrity of the Data and to ensure that Data is not affected by any hacking attacks or unauthorised access or disclosure.

The Company shall immediately inform WGSN if any shortcomings are discovered in its systems affecting the Data or if there has been any breach of security, unauthorised access or if any Data has been lost or damaged. The Company shall in such situations take any reasonable remedial measures as WGSN shall reasonably direct.

7. Warranties

- a. Each party warrants to the other that:
 - i. it has full power and has taken all necessary corporate action to enable it effectively to enter into and perform its obligations under this Contract;
 - ii. this Contract when executed by the party will create obligations which are valid and binding on it and enforceable in accordance with its terms except insofar as enforcement may be limited by bankruptcy, insolvency or other laws relating to or affecting enforcement of a creditor's rights or general principles of equity; and

- iii. its entry into and performance of this Contract will not constitute any breach of or default under Applicable Laws.
- b. Subject to paragraph c. below, WGSN warrants to the Company that to the best of its knowledge and belief:
 - i. it has all the necessary rights and authority required to grant the rights and licence in the Data granted to Company under this Contract without conflict with the rights of any third party; and
 - ii. use by the Company of the Data as authorised under this Contract shall not infringe the Intellectual Property Rights of any third party.
- c. If there is any breach by WGSN of the warranty at paragraph 7b or WGSN suspects that such breach may be likely, WGSN shall be entitled to:
 - i. at its cost, modify or amend the Data to avoid such breach; or
 - ii. at its cost, obtain any further consents or authorisations required to enable the Company to continue using the Data in accordance with this Contract for the duration of the Term; or
 - iii. terminate this Contract and refund to the Company (to the extent paid) the balance of the Fee for the remaining period of the Term,and, if WGSN carries out any of the steps i. to iii. above, it shall have no further liability to the Company for any breach of its warranty at b. above.

Except as expressly stated in this Contract, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

8. Compliance with laws

The Company shall not export any Data to any jurisdiction without complying with any Applicable Law, including obtaining any export licences where required.

The Company shall not export any Data:

- a. into any country with respect to which the UK, EU or the United States maintains trade sanctions prohibiting the shipment or provision of services, goods, technology or software;
- b. to anyone on or acting on behalf of or owned or controlled by an entity on the Specially Designated Nationals and Blocked Persons list maintained by the U.S. Treasury Department's Office of Foreign Assets Control (the "SDN List") or the U.S. Commerce Department's Denied Persons List or Entities List; or

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- c. to anyone or for any purpose that would be prohibited under Applicable Law including, without limitation, nuclear, chemical or biological weapons proliferation.

9. Proprietary Rights

The Company:

- a. acknowledges and agrees that:
 - i. WGSN and/or its licensors own all right, title and interest (including all Intellectual Property Rights) in the Data;
 - ii. the Company shall not have any rights in the Data other than the right to use the Data for the Term subject to and in accordance with the terms of this Contract.
- b. acknowledges that the Data was developed, compiled, prepared, revised, selected and arranged by or on behalf of WGSN through the application of methods and standards of judgement developed and applied through the expenditure of substantial time, effort and money and constitute valuable intellectual property and trade secrets of WGSN. The Company agrees to protect the proprietary rights of WGSN with diligent care, which in any event is no less than the same degree of care used to protect its own proprietary rights.
- c. shall notify WGSN in writing promptly upon becoming aware of any unauthorized access to, or use of, the Data by any person or entity or of any claim that the Data infringe upon any Intellectual Property Rights or any contractual, statutory or common law rights.

10. Liability, Disclaimers and Limitations

THE DATA IS PROVIDED ON "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE OR ANY WARRANTY ON THE COMPLETENESS, ACCURACY OR QUALITY OF THE DATA OR ANY RELIANCE BY THE COMPANY UPON ANY ADVICE, OPINION STATEMENT OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED BY OR ON BEHALF OF WGSN OR THROUGH THE DATA IS AT THE COMPANY'S OWN RISK.

WGSN:

- A. DOES NOT WARRANT THAT THE COMPANY'S USE OF THE DATA WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE DATA WILL MEET THE COMPANY'S REQUIREMENTS;
- B. IS NOT RESPONSIBLE FOR ANY EQUIPMENT, SYSTEMS AND COMMUNICATION NETWORKS

REQUIRED TO USE AND ACCESS THE DATA AND THE COMPANY SHALL BEAR ALL COST AND RESPONSIBILITY FOR SUCH EQUIPMENT, SYSTEMS AND COMMUNICATIONS; AND

- c. IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND THE COMPANY ACKNOWLEDGES THAT THE DATA MAY BE SUBJECT TO LIMITATIONS AND DELAYS AS A RESULT OF SUCH PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, (a) NEITHER WGSN NOR ANY OF ITS CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER CAUSE OF ACTION REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WGSN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; AND (b) IN NO EVENT WILL WGSN'S TOTAL LIABILITY TO THE COMPANY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THE CONTRACT OR THE DELIVERABLES, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER CAUSE OF ACTION, EXCEED THE FEE.

THE DATA OR ITS SUPPLY BY WGSN SHALL NOT BE DEEMED TO CONSTITUTE FINANCIAL, INVESTMENT OR OTHER ADVICE OR A RECOMMENDATION OR ENDORSEMENT BY WGSN IN RESPECT OF ANY INVESTMENT, PRODUCT OR SERVICE. THE DATA SHOULD NOT BE CONSIDERED AS INFORMATION SUFFICIENT UPON WHICH TO BASE AN INVESTMENT DECISION. THE COMPANY SHALL BE SOLELY RESPONSIBLE AS AGAINST WGSN FOR ANY OPINIONS, RECOMMENDATIONS, FORECASTS OR OTHER CONCLUSIONS MADE OR ACTIONS TAKEN BY THE COMPANY, ITS CLIENTS OR ANY OTHER THIRD PARTY BASED ON THE COMPANY'S USE OF THE DATA.

The Company shall indemnify and defend WGSN and its employees, agents, officers, directors and other representatives from and against all damages, expenses (including attorneys' fees and court costs), losses, liabilities, obligations, claims, demands, suits, actions, investigations, proceedings and causes of action (collectively "Losses") which the indemnified party may suffer or incur, in connection with or arising from the Company's breach of the Contract or mis-use of the Data.

Without prejudice to any other right or remedy that WGSN may have, if the Company is in breach of any part of the

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Contract, including any use of the Data that is not authorised by WGSN, WGSN shall be entitled to charge the Company an additional Fee based on the standard charge WGSN would have made if such use had been authorised and the Company shall pay such additional Fee in accordance with the terms of the Contract.

11. Audit

WGSN and its nominees shall have the right at any time to audit use of the Data by the Company. The Company shall allow WGSN and its nominees access to any of the premises, computers (including, but not limited to, hardware, software and network services) and personnel of the Company at all reasonable times for the purpose of such audits.

12. Termination

Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party in the event that the other:

- a. commits a material breach of the Contract that is not remediable, or (where the breach is capable of remedy) is not remedied within 30 (thirty) days after being required by notice to do so; or
- b. (i) becomes insolvent or unable to pay its debts as they mature, (ii) makes an assignment for the benefit of its creditors, (iii) is dissolved or liquidated, or takes any corporate action for those purposes, (iv) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business, or (v) seeks relief or if proceedings are commenced against that other party, or on its behalf, under any bankruptcy, insolvency or debtors' relief law and those proceedings have not been fully stayed within seven days or vacated or set aside within 30 days after the commencement of those proceedings.

Without affecting any other right or remedy available to it, WGSN may terminate the Contract with immediate effect by giving written notice to the Company if the Company fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 3 (three) days after being notified in writing to make such payment.

On termination of the Contract for whatever reason:

- a. all licences granted by WGSN under this Contract shall immediately terminate;
- b. subject to paragraph c. below, the Company shall immediately cease using the Data and permanently delete or purge any and all Data from its systems. The Company shall on request by WGSN with a written certificate signed by an authorised director

of the Company confirming its compliance with this paragraph b.;

- c. the Company may store or archive one set of Data only to the extent and for so long as is necessary to comply with internal audit and regulatory requirements, provided the Company does not otherwise use the Data;
- d. where WGSN is the terminating party:
 - iii. the Fee shall become immediately due and payable and WGSN may submit an invoice for the Fee and all out-of-pocket and travel expenses incurred which shall be payable immediately on receipt; and
 - iv. the Company shall immediately pay all of WGSN's outstanding unpaid invoices and interest; or
- e. where the Company is the terminating party:
 - i. the Company shall immediately pay all of WGSN's outstanding unpaid invoices and interest; and
 - ii. WGSN may submit an invoice for services supplied and not invoiced and all out-of-pocket and travel expenses incurred, which shall be payable immediately on receipt; and
- f. termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

13. How we may use your personal information

We may only use your personal information as set out in our Privacy Policy.

14. Confidentiality.

"**Confidential Information**" means all non-public information in any form, furnished or made available in connection with the Contract by or on behalf of one party ("**Disclosing Party**") to the other ("**Receiving Party**") which is marked confidential, restricted, or would be understood by a reasonable person in the Receiving Party's position to be confidential and including in relation to WGSN's Confidential Information, the Data.

Except as expressly permitted the Receiving Party will keep confidential the Disclosing Party's Confidential Information, provided that either party may disclose the terms of the Contract to any potential or actual financing source, acquirer, attorney, accountant or agent.

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The provisions of this paragraph 14 shall not apply to any information if and to the extent such information (a) is or becomes public knowledge other than by breach of this paragraph 14; (b) is in the possession of the Receiving Party without restriction in relation to disclosure before the date of receipt from the Disclosing Party; (c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; (d) is independently developed without access to the Confidential Information; (e) is required to be disclosed by operation of law, government regulation, or order of a Court of competent jurisdiction, providing the Receiving Party first gives written notice of such required disclosure to the other party to the extent that it is able to do so under Applicable Law; or (f) if the Receiving Party discloses the Disclosing Party's Confidential Information to its employees, consultants, contractors or other representatives performing services in connection with the Contract, provided, that (i) such persons have a need to know and have been notified that such information is Confidential Information; and such persons have entered into binding obligations of confidentiality no less restrictive than those of the Contract.

The Disclosing Party shall be entitled to seek injunctive relief of any violation of this paragraph 14.

For the avoidance of doubt, and notwithstanding any other provision of the Contract, it is a fundamental term of the Contract that the Company shall keep confidential and not disclose to any third party whatsoever the fact that the Company has the right to access and use the Data. The Company shall immediately notify WGSN if any third party requests that the Company confirms if it has the right to access and/or use content from WGSN and shall not respond to such a request without WGSN's prior written approval of the response. Breach of this provision shall be deemed to be a material breach not capable of remedy under paragraph 12a.

15. Force Majeure

A party will not be liable if delayed in or prevented from performing its obligations under the Contract due to Force Majeure, provided that it promptly notifies the other of the Force Majeure. If, due to Force Majeure, a party is unable to perform a material obligation and/or is delayed in or prevented from performing its obligations for a continuous period of more than 7 (seven) days, **either** party may terminate the Contract on notice without any liability.

The provisions of this paragraph 14 shall not apply and will not be relied upon in relation to any obligation of the Company to pay any sums due under the Contract.

16. General

- a. **Governing law:** The Contract, and any dispute or claim arising out of or in connection with it or its

subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provisions or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

- b. **Jurisdiction:** Each party irrevocably and unconditionally agrees that the federal courts of the United States of America and the courts of the State of New York in each case located in New York County shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims) and each party irrevocably and unconditionally agrees not to commence any legal action or proceeding arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims) except in such courts. The parties agree that a final judgment in any such dispute or claim shall be conclusive and may be enforced in other jurisdictions by suits on the judgment or in any other manner provided by law.
- c. **Entire Agreement:** The Contract together with the Order Form and Data Schedule, constitutes the entire agreement between the Company and WGSN in relation to the licence and supply of Data and supersedes all prior agreements with respect to the subject matter hereof. No waiver by WGSN of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by WGSN. Any failure or delay by WGSN to enforce any provisions of the Contract shall not be construed as a waiver of any of WGSN's rights or operate as a waiver of any subsequent breach.
- d. **Severability:** If any term or provision of the Contract shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining terms or provisions shall not be affected.
- e. **Notices.** Except as otherwise set forth herein, all notices required or permitted to be given pursuant to the Contract to the Company shall be sent by e-mail to the Company's designated email address(es) contained in the Order Form or as otherwise agreed in writing between the parties. All notices required or permitted to be given pursuant to the Contract to WGSN shall be sent by e-mail to: legal@wgsn.com. Such notices (if given by e-mail) shall be deemed effective three hours from

transmission. In addition, a party may also give notice in writing and will be deemed to be delivered and received (i) when personally delivered; (ii) on the third business day after the date on which deposited with a nationally recognized overnight delivery service, sent to the address set forth on the Order Form or such other address as a party notifies to the other party.

f. **Assignment.** The Company may not assign, sub-license or otherwise transfer any of its rights or obligations under the Contract, by operation of law or otherwise. WGSN may at any time assign, sub-license or otherwise transfer any or all of its rights under the Contract to an Affiliate or to a successor in connection with the sale of all or substantially of all its equity interests or assets related to this Contract. Any purported assignment in violation of this paragraph 17(f) is void.

g. **Anti-Bribery.**

i. Each of WGSN and the Company shall comply with all applicable U.S. and non-U.S. laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act 2010, in each case as amended from time to time;

ii. the Company shall (aa) comply with such of WGSN's anti-bribery and anti-corruption policies as are notified to the Company from time to time; and (bb) promptly report to WGSN any request or demand for any undue financial or other advantage of any kind received by or on its behalf in connection with the performance of the Contract. Breach of this paragraph g shall be deemed a material breach of the Contract.

h. **Third party Rights:** The Contract is for the sole benefit of the parties and their respective successors and permitted assigns and except as provided elsewhere in this Contract, nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Contract.

i. **Relationship of the Parties:** The relationship between the parties is that of independent contractors. Nothing contained in the Contract shall be construed as creating an agency, partnership or

joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have the authority to contract for or bind the other party. in any manner whatsoever.

Data Schedule

| Data Details | |
|--------------------------------|--|
| Data | |
| Delivery: Format and Frequency | Monthly deliverables for 12 consecutive months formatted as per the anonymized sample |
| Annual Investment | |
| Permitted Purpose | Use the Data for internal analytic and other related internal business operations. For the avoidance of doubt, this agreement does not confer on the Client or its Affiliates any right to publish or resell the Data. |

Signed for and on behalf of _____ by:

Signed By:

Position:

Date:

Signed for and on behalf of **WGSN Inc** by:

Signed By:

Position:

Date: