

*terms*  
of cooperation

**lamoda**



**la**

# Terms of Cooperation

## ***Terms***

The Parties are Lamoda and the Partner.

Lamoda is Kupishuz LLC (OGRN (state reg. No.) 5107746007628, INN (taxpayer ID) 7705935687).

The Partner is a legal entity or individual that has entered into an agreement with Lamoda.

Lamoda's Code is the rules and principles that apply to any cooperation with Lamoda, a part of the Terms and Conditions. The Parties have read and agree to comply with the Code. The Code is available at: <https://www.lamoda.ru/lp/terms/?from=footer#codex>

The Terms and Conditions are this document on the principles and protocol for liaison between the Parties

The Agreement is the Terms and Conditions and all existing and future agreements between the Parties and any amendments thereto

IP assets are the results of intellectual activity and the intellectual property created within the framework of the Agreement

## ***Terms and Conditions and the Procedure for their Adoption and Amendment***

1. These establish the rules for liaison between the Parties. If any provision of the Terms and Conditions is not applicable to certain forms of cooperation, the Parties shall perform the Agreement with no regard to that provision.

All other provisions of the Terms and Conditions shall remain in force and binding on the Parties.

2. Lamoda has the right to unilaterally amend the Terms and Conditions at any time.

Lamoda shall notify of changes to the Terms and Conditions by publishing the new version at: <https://www.lamoda.ru/lp/terms/?from=footer#usloviya>.

Changes shall enter into force 5 business days after publication.

Prior to the changes entering into force, the Partner shall have the right to inform Lamoda of its refusal to accept them. If no such refusal is sent, the amended version is agreed upon and shall apply to the relationship between the Parties.

3. Upon entry into force of the Agreement, any verbal agreements, correspondence, statements, and understandings made by the Parties regarding the subject matter of the Agreement prior to its conclusion shall become null and void.

This condition does not apply to the Partner's representations and warranties and does not exempt the Partner from liability for negotiations in bad faith.

## ***Intellectual Property***

4. The Parties must obtain written consent to use each other's intellectual property or trademarks prior to such use.

5. If, within the framework of cooperation with Lamoda, the Partner creates IP assets, then from the moment of their creation the following rights shall be transferred or assigned in full to Lamoda:

- The exclusive rights to such assets;
- The right to make changes, abridgements, and additions, and to provide illustrations, a preface, an afterword, comments, or explanations;
- The right to publish and use them without indicating the author's name or pseudonym.

If Lamoda creates IP assets within the framework of cooperation with the Partner, the exclusive rights to them shall belong to Lamoda from the moment of their creation.

6. Remuneration for the transfer of exclusive rights is included in the cost and amounts to 10% of the value of the Agreement under which the IP assets were created.

The remuneration is distributed equally among all IP assets.

7. The Partner retains the exclusive rights to the results of intellectual activity that belong to it and that it used in creating the IP assets.

Lamoda has the right to use, in perpetuity and free of charge throughout all countries, such results of the Partner's intellectual activity as part of the IP assets.

8. Lamoda shall not transfer or grant its rights to intellectual property and results of intellectual activity to the Partner or its affiliates, unless otherwise agreed by the Parties in the Agreement. The Partner shall refrain from using any means of individualization in respect of Lamoda for any purposes unrelated to the performance of obligations under the Agreement.

9. Lamoda may use the IP assets (including trademarks, advertising materials, photo/audio/video works, components of IP assets) in any way or in the ways for which the Partner obtained and transfers the rights to Lamoda.

The Partner guarantees that:

- It shall not violate the exclusive, personal non-property, or other rights of the creators of the IP assets;
- Subsequent use of Lamoda's IP assets shall not violate these rights;
- The transferred IP assets are not encumbered by third-party claims.

10. If the Partner engages third parties in the creation of IP assets, it shall, independently and at its own expense, obtain exclusive rights from such parties and pay the required royalties.

11. If Lamoda receives a claim regarding:

- Violation of third-party rights in connection with counterfeit goods;

– IP assets or means of individualization,

The Partner shall:

- Settle such claims independently and at its own expense;
- Take other actions to ensure that Lamoda incurs no expenses or damages.

The Partner shall reimburse Lamoda for any expenses and damages incurred.

12. The Partner shall reimburse Lamoda for any damages caused by the unlawful use of Lamoda's IP assets.

13. The reimbursement period is 10 business days from the date of receipt of the claim from Lamoda.

Lamoda has the right to withhold these amounts from payment under the Agreement.

### ***Suspension of Performance and Termination of the Agreement***

14. The Parties have the right to terminate the Agreement in whole or in part.

To do so, notice shall be sent no later than 30 calendar days before the termination date.

15. Lamoda has the right to terminate the Agreement if the Partner suspends its performance for any reason.

In this case, the Agreement shall terminate on the date of receipt by the Partner of the notice of termination or on the date specified in the notice.

16. Upon suspension or termination of the Agreement, the Partner shall return the unearned advance. The refund period is 5 business days from the date of receipt by Lamoda of the demand.

The demand may be sent by email.

The penalty for late return of the advance is 0.1% of the unearned amount for each day of delay.

### ***Advertising***

17. Marketing and advertising communications services shall be provided in accordance with Lamoda's Code of Ethical Marketing Communications.

### ***Representations and Warranties***

18. Each Party, in accordance with Article 431.2 of the Civil Code of the Russian Federation, represents and warrants to the other Party that:

- The Party has not concealed any circumstances that could influence the other Party's decision to enter into the Agreement or its validity;
- Conclusion of the Agreement does not violate the rights and legitimate interests of third parties;

- The Party has the right to conduct economic activities under the Agreement, is competent to perform the Agreement, and possesses the necessary material and technical resources for its performance;
- If the Agreement is a transaction subject to approval in any form by law or under the corporate rules of the Party, such approval has been obtained or will be obtained in the future;
- The Party complies with the procedure confirming due diligence in the selection of counterparties;
- The Party conducts its activities in accordance with the laws of the Russian Federation, with due regard to official clarifications of government agencies and judicial practice;
- In entering into and performing the Agreement, the Party acts without intention to cause harm (losses) to the other Party or third parties, does not abuse its rights, and does not act to the detriment of public order or with the aim of distorting information provided to the other Party or third parties, including government agencies;
- The Party pays all taxes and fees in accordance with the laws of the Russian Federation or other country, as well as international treaties (where applicable);
- The Party maintains and submits to tax and other government agencies in a timely manner the accounting, statistical, and other reports it is required to maintain;
- Primary documents and tax accounting documents, including acceptance certificates, reports, and invoices, where applicable, are properly executed, signed by authorized representatives of the Party, and reflect actual business transactions;
- The Agreement is signed by an authorized representative of the Party.

19. If any of the representations or warranties is found to be false, a Party has the right to demand a penalty equal to 10% of the value of the Agreement for the last 12 months and compensation for losses to the extent that they are not covered by the penalty.

20. The deadline for payment of the penalty and/or losses is 10 business days from the date of receipt of the demand.

### ***Compensation for Property Losses***

21. In accordance with Article 406.1 of the Civil Code of the Russian Federation, a Party shall reimburse the other Party for tax property losses in the amount of:

- Additional income tax, VAT (including disputed VAT deductions), personal income tax, insurance premiums, other taxes, fees, contributions, and other mandatory payments charged to the other Party, if such additional charges arise as a result of performance of the Agreement;
- The amount of penalties, fines, or other amounts charged to the other Party by government agencies in connection with the Parties' cooperation.

22. Tax property losses shall be reimbursed if they arise for any of the following reasons:

- Failure by a Party to submit tax reports and other mandatory documents to the tax authorities, or provision of inaccurate information about transactions between the Parties;
- Failure by a Party to make mandatory payments (including VAT) to the budget;
- Unlawful failure to issue or late submission by a Party of an invoice/certificate/universal transfer document (UTD)/report;
- Provision of inaccurate information about a Party or errors in an invoice/certificate/universal transfer document (UTD)/report provided by a Party, including improper form of documents;

– Violation, non-compliance, or improper compliance by a Party or third parties engaged by it with the laws of the Russian Federation or other country, or international treaties (where applicable). Including cases where this resulted in expense accounting by the other Party for income tax purposes or acceptance of expenses by the other Party as tax deductions in respect of VAT amounts under the Agreement being recognized as unlawful.

- Appointment of nominal employees by a Party;
- Allowing a situation in which a Party's or its counterparties' documents include persons who later refuse to confirm their relationship with the Party, the Party's counterparty, or the other Party;
- Failure by a Party to exercise due diligence in the selection of third parties for performance of its obligations under the Agreement;
- Participation by a Party in aggressive tax planning or tax optimization schemes;
- Other circumstances that are due to the actions of a Party or its counterparties and that create unfavorable tax consequences for the other Party, its founders, or its affiliates.

23. In accordance with Article 406.1 of the Civil Code of the Russian Federation, the Partner shall reimburse Lamoda for losses associated with improper use of intellectual property and other materials transferred by the Partner in the amount of:

- Sums awarded to third parties, payment of which will become mandatory for Lamoda;
- Court costs and legal fees.

24. In accordance with Article 406.1 of the Civil Code of the Russian Federation, a Party shall reimburse the other Party for losses in the amount of administrative fines or other amounts collected by government agencies from the other Party due to the Party's violation of the procedure and requirements of Russian law for the type of business activity being carried out.

25. The basis shall be any of the following documents:

- A decision of a government agency;
- A final and binding court decision;
- A settlement agreement;
- An acknowledgment of a claim or lawsuit.

26. The reimbursement period is 10 business days from the date of the claim.

27. The terms and conditions of this section shall remain in force for the duration of the limitation period for the relevant claims.

In no event may such period be shorter than the period during which the authorized bodies may conduct control measures in relation to the Parties and their transactions under the Agreement.

### ***Confidentiality***

28. Confidential information is any information that:

- Became known to the Parties in connection with the Agreement;
- Has commercial value for any Party by virtue of its being unknown to third parties.

Confidential information under the Agreement may be communicated by the Parties to each other whether designated as confidential or not.

29. The receiving Party shall:

- Treat any information received from the other Party (the disclosing Party) as confidential and use it solely for the purposes of performing the Agreement;
- Not disclose the fact of the conclusion and existence of the Agreement in any materials, including electronic media, without the prior written consent of the other Party;
- Not publish or otherwise disclose to third parties confidential information received from the disclosing Party without the latter's prior written consent, except as otherwise provided for in the Agreement.

30. The receiving Party may disclose confidential information subject to the following conditions:

- Such disclosure is provided for by law or is required by request or order of a government agency;
- The confidential information was lawfully in the possession of the receiving Party prior to its disclosure and was not obtained from the disclosing Party;
- The confidential information did not become publicly known through a breach of the Agreement or other obligation; such disclosure must be agreed with the disclosing Party.

31. The receiving Party may disclose confidential information for the purposes of performing the Agreement to the following persons, provided that such persons be instructed to safeguard the received information no less stringently than as set forth in the Terms and Conditions:

- Employees of the receiving Party;
- Professional consultants, auditors, bankers, and insurers of the receiving Party.

32. The receiving Party shall be liable for actions and violations of third parties to whom it has disclosed confidential information.

### ***Personal Data Processing and Protection Policy***

33. A Party is a personal data operator if, within the framework of cooperation, it transfers personal data of any individuals, including employees.

34. The Parties guarantee:

- To obtain the subject's consent to the transfer of their personal data and provide evidence of consent within 5 business days of a request;
- To keep personal data confidential, accurate, and up-to-date, and to process it on a lawful and fair basis, using databases on the territory of the Russian Federation for primary processing;
- To comply with other requirements of personal data legislation.

35. The breaching Party shall compensate the other Party for any actual damages caused by the breach and reimburse the amount of the fine imposed by government agencies.

### ***Force Majeure***

36. A Party shall be released from liability for breach of the Agreement if such breach is the consequence of force majeure circumstances.

37. A circumstance arising after the conclusion of the Agreement as a result of

extraordinary events that the Parties could neither foresee nor prevent by reasonable measures.

For example: earthquake, flood, fire, hurricane, as well as uprisings, civil unrest, strikes, acts of government agencies, or military actions that hinder performance of the Agreement.

38. A Party shall notify the other Party in writing of force majeure circumstances within 5 business days from the date of their occurrence.

The notice must describe the nature of the circumstances and their impact on the performance of the Agreement.

39. If the affected Party fails to send notice within the specified period, it:

- Shall not have the right to invoke the impossibility of performing its obligations due to such circumstances prior to the date of sending the notice;
- Shall reimburse the other Party for losses incurred.

40. A Party has the right to terminate the Agreement if force majeure circumstances and their consequences continue for more than 30 calendar days.

### ***Electronic Document Management (EDM)***

41. Lamoda's details – Operator – JSC PF SKB Kontur, ID – 2BM-7705935687-772601001-201312110824543397696

42. Under the Agreement, the Parties shall exchange documents via EDM, signed with an enhanced qualified electronic signature (Electronic Documents).

Electronic Documents relating to the same obligations shall be transferred as a single document package.

Sending an Electronic Document and the same document on paper at the same time is not permitted.

In case of discrepancies, the Electronic Document shall prevail.

43. As the primary accounting document, the Parties shall exclusively use a universal transfer document (UTD) (consisting of an invoice and document confirming completion of works; Russian abbreviation: SChFDOP) in formalized XML format approved by order of the Federal Tax Service of Russia.

A UTD must contain the number and date of the Agreement for which it was drawn up.

If a UTD is not provided by a Party or the UTD format requirements are not met, the other Party has the right not to make payment until the correct UTD is provided.

44. A Party shall notify the other Party no later than 3 calendar days in advance of:

- Expiration of the electronic signature certificate;
- Theft of the electronic signature key, its unauthorized use, etc.

If it is technically impossible to exchange documents electronically, the Parties may agree to temporarily send documents in paper form.

### ***Anti-Corruption Clause***

45. In performing their obligations, the Parties, their employees, representatives, and affiliates shall:

- Not pay, not offer to pay, and not authorize payment of money or other valuables to any person in order to influence their actions or decisions, to obtain any wrongful advantage, or for other unlawful purposes.

- Not commit actions that may be classified under Russian law, with due regard to applicable international legal acts, as solicitation of a bribe or an object of commercial bribery, commercial bribery, mediation in commercial bribery, giving or receiving a bribe, complicity in bribery, inclination to bribery, abuse of office, abuse of influence for personal gain, illegal remuneration on behalf of a legal entity, laundering of proceeds from corrupt practices.

46. If a Party suspects a possible violation, it shall immediately notify the other Party. Notice to Lamoda shall be sent in the appropriate form at: <https://lamoda-ethic.csi-hotline.ru/en>.

Performance of the Parties' obligations shall be suspended from the date of receipt of such notice.

A notice of violation may be anonymous.

However, feedback and follow-up data will facilitate an effective investigation.

47. If a violation of anti-corruption requirements is confirmed, or concerns have not been resolved, or no response has been received, cooperation under concluded agreements shall be terminated.

### ***Conflict of Interest***

48. A conflict of interest is a situation in which a personal, financial, or political interest interferes or may interfere with proper, objective, and impartial decision-making by employees on behalf of the Partner or Lamoda in relationships with third parties.

49. If the Partner is aware of a conflict of interest or has reasonable suspicions of a conflict of interest, it must immediately notify Lamoda Compliance at: <https://lamoda-ethic.csi-hotline.ru/en>.

### ***Disputes***

50. Lamoda strives to resolve all disputes through negotiations and by seeking optimal solutions for the Parties.

51. Claims (demands) shall be sent by registered mail with a list of attachments to the legal address of the Party.

A claim shall be considered received from the date of receipt of the registered mail or delivery of the relevant email communication.

If the registered mail is not received due to expiration of the storage period, the claim shall be considered received from the date of expiration of the storage period.

52. The deadline for responding to a claim is 10 business days from the date of receipt, unless otherwise specified in the Agreement.

53. Disputes shall be heard in the Arbitration Court of Moscow, Russia.