

Terms
of cooperation

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Terms of Cooperation

Terms

The Parties are Latech and the Partner.

Latech is Lamoda Tech LLC (OGRN (state reg. No.) 1227700637471, INN (taxpayer ID) 7734461512).

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

Latech's Code is the rules and principles that apply to any cooperation with Latech, a part of the Terms and Conditions. The Parties have read and agree to comply with the Code. The Code is available at: https://latech.ru/code_of_cooperation#conditions

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

The Agreement is Agreements, supplementary agreements, annexes, specifications, and other agreements between the Parties, including the provisions of the Terms and Conditions accepted by the Parties

IP Assets are the results of intellectual activity

Intellectual Property Objects are the Intellectual property objects comprising results of intellectual activity and means of individualization equivalent thereto, in accordance with Article 1225 of the Civil Code of the Russian Federation

AI Content is any content created using artificial intelligence

Terms and Conditions and the Procedure for their Adoption and Amendment

1. The Terms and Conditions 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. Latech has the right to unilaterally amend the Terms and Conditions at any time. Latech shall notify of changes to the Terms and Conditions by publishing the new version at: https://latech.ru/code_of_cooperation#conditions.

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 Latech 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.

4. Invalidity of any provisions of the Agreement shall not affect the validity of its other parts.

Intellectual Property

5. The Parties may use each other's intellectual property objects only where expressly provided for in the Agreement, or on the basis of a separate written consent signed by authorized representatives. Consent may be revoked unilaterally.

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

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

7. 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.

8. 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.

Latech 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.

9. Latech may use intellectual property objects in any way or in the ways for which the Partner obtained and transfers the rights to Latech.

The Partner represents and warrants that:

- It does not violate the exclusive, personal non-property, or other rights of the creators of the intellectual property objects;
- Subsequent use of the intellectual property objects shall not violate these rights;
- The transferred intellectual property objects are not encumbered by third-party claims;
- In creating the IP assets, the Partner has not used and does not use any copyright objects distributed under copyleft licences without Latech's prior written consent. In the event of a breach of this provision, the Partner undertakes to remedy the defect at no charge.

10, Latech shall not transfer or grant its rights to intellectual property objects to the Partner or its affiliates, unless otherwise agreed by the Parties in the Agreement.

The Partner shall refrain from using Latech's intellectual property objects for any purposes unrelated to the performance of obligations under the Agreement.

If, in order to perform obligations under the Agreement, Latech transfers IP assets to the Partner, the Partner may not make any changes, abridgements, additions, reworks, adaptations, illustrations, comments, or annotations to such IP assets without Latech's prior written consent.

In the event of a breach of this prohibition by the Partner:

- The Partner shall independently and at its own expense settle any third-party claims arising in connection with such modified IP assets and reimburse Latech for losses;
- Latech has the right to demand the immediate cessation of use of the modified IP assets and destruction of all copies of the modified IP assets at the Partner's expense.

11. Reports on the use of intellectual property objects are not mandatory unless otherwise provided for in the Agreement.

Latech has the right to grant third parties the right to use any IP assets created by the Partner under a simple (non-exclusive) or exclusive licence without paying the Partner any remuneration.

Under a cooperation model involving access to software, databases, or digital services (including but not limited to: providing licences, remote access under SaaS/PaaS/IaaS models, or subscription-based services), payment shall be made only for periods of actual availability of such software or service. In that case, the final cost for the reporting period shall be reduced proportionally to the period of unavailability of the software or service.

The licence fee for the grant of exclusive rights is included in the cost and amounts to 10% of the value of the Agreement, unless otherwise provided for in the Agreement.

12. If the Partner uses AI to create IP assets to be transferred to Latech, the Partner must:

- notify Latech in writing that the IP assets were created using AI, specifying the particular system used;
- warrant that the terms of use of that AI system permit commercial use of the IP assets and the assignment of exclusive rights to third parties, and that such use does not violate third-party rights.

13. 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.

14. If Latech receives a claim, lawsuit, order, or demand from any third party in connection with:

- violation of rights to intellectual property objects transferred by the Partner;
- counterfeit goods of the Partner;
- use of AI content,

the Partner shall:

- settle such claims independently and at its own expense;
- take other actions to ensure that Latech incurs no expenses or damages.

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

15. The Partner shall reimburse Latech for any damages caused by the unlawful use of Latech's intellectual property objects and results of intellectual activity.

16. The reimbursement period is 10 business days from the date of receipt of the claim from Latech.

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

Suspension of Performance and Termination of the Agreement, Details of the Parties

17. 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.

18. Latech 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.

19. 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 Latech 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.

20. The Parties shall notify each other in writing within 5 business days of any change in their details (registered address, actual address, bank details, contact information, etc.).

Risks associated with late notification or failure to notify of a change in details shall be borne by the party obligated to send such notification.

Representations and Warranties

21. Each Party 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 authorities and supreme judicial bodies;
- 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.

22. 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.

23. 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

24. 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.

25. 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.

26. In accordance with Article 406.1 of the Civil Code of the Russian Federation, the Partner shall reimburse Latech 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 Latech;
- Court costs and legal fees.

27. 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 or awarded by government agencies in favor of third parties due to the Party's violation of the procedure and requirements of Russian law applicable to the activities carried out within the framework of the Parties' cooperation.

28. 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.

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

30. 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

31. Confidential information is any information that:

- became known to the Parties in connection with the Agreement;
- has actual or potential commercial value for any Party by virtue of its being unknown to third parties.

Each Party independently determines the list of information constituting a trade secret in accordance with its internal documents and applicable law of the Russian Federation.

Confidential information includes, among other things, information in respect of which Latech has established a trade secret regime in accordance with Federal Law No. 98-FZ of 29 July 2004 "On Trade Secrets", in particular but not limited to:

- information relating to agreements being concluded or concluded to which Latech or its affiliates are a party;
- analytical materials on economic, informational, and other risks (other than officially published ones) and counterparty verification materials;
- reporting documents relating to agreements and commercial and financial and credit relationships between the Parties;
- information about the business reputation of Latech's partners and competitors;
- tender information;
- information on special terms and commission fees;
- Latech's business strategy documents (other than officially published ones);
- recruitment information and personnel management documents of Latech.

32. The receiving Party undertakes to:

- treat any information received, whether from the other Party (the disclosing Party) or independently in the course of performing the Agreement, 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;
- take all necessary measures to protect confidential information as required by the Trade Secrets Act and the Agreement, including but not limited to: determining the list of persons within the Party who have access to confidential information and maintaining records of persons who have been granted such access; regulating the use of confidential information by the Party's employees and partners in accordance with employment agreements and the Party's trade secret policies;
- upon request of the disclosing Party, or once the purpose for which the confidential information was retained has been achieved, delete the confidential information or destroy its physical media. The disclosing Party may specify a mandatory deadline for

deletion or destruction in its request.

33. Confidential information may only be transmitted through communication channels agreed upon by the Parties, including:

- corporate email;
- secure file storage systems;
- the Parties' information systems;
- other data transmission channels agreed upon by the Parties in writing.

Transmission of confidential information via messaging applications, personal email accounts, public file-sharing services, or other unauthorized channels is permitted only with the prior written consent of the Parties.

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

34. 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.

35. 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.

The Party disclosing information to such persons undertakes to ensure that such persons have written confidentiality obligations.

Latech has the right to share confidential information with its affiliates (members of its group of companies) where necessary for the performance of Latech's obligations.

36. The Partner that has breached its confidentiality obligations, including through the use, disclosure, transfer, or loss of confidential information, shall:

- reimburse Latech for all losses caused by such breach in full (including actual damage and lost profits);

- pay Latech a penalty of RUB 100,000 (one hundred thousand rubles) for each breach of its confidentiality obligations. Payment of the penalty shall not exempt the Partner from its obligation to reimburse losses;
- immediately take measures to stop the breach and minimize its consequences.

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

Personal data processing and protection policy

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

Unless otherwise expressly provided for in the Agreement, the Parties act as independent personal data operators, independently determine the purposes of processing, and ensure the existence of lawful grounds for such processing.

If the cooperation between the Parties involves the transfer of personal data from one Party to the other, the transferring Party shall carry out such transfer in accordance with these Terms and Conditions.

38. The Parties guarantee:

- to obtain the data subject's consent to the transfer of their personal data or to ensure another lawful basis for the transfer to the receiving Party;
- 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 implement organizational and technical measures to protect personal data against unauthorized access, destruction, modification, blocking, copying, distribution, and other unlawful actions;
- to comply with other requirements of personal data legislation;
- if the receiving Party receives a request from the supervisory authority for the protection of personal data subjects, the transferring Party undertakes, upon request of the receiving Party, to provide documentary confirmation of the lawful basis for the transfer and processing of personal data by the receiving Party within 3 (three) business days from the date of receipt of the request.

39. The Party that has breached the guarantees shall compensate the other Party for any actual damage caused by the breach and reimburse the amount of the fine imposed by government agencies within 10 (ten) business days from the date of receipt of a duly documented demand for compensation.

Force Majeure

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

41. 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.

42. 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.

43. 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.

44. 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)

45. Latech's details – Operator – JSC PF SKB Kontur, ID – 2BM-7734461512-773401001-202210070513283962952

46. 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.

47. 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.

48. 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

49. It is prohibited, whether directly or through intermediaries, to offer, promise, give, transfer, solicit, receive, or accept money, gifts, services, property rights, advantages, benefits, discounts, or other valuables in order to influence the decisions, actions, or inaction of another person, to obtain or maintain an improper advantage, or for other unlawful purposes.

Any form of corrupt conduct is prohibited, including bribery, commercial bribery, acting as an intermediary in bribery or commercial bribery, and any arrangement aimed at obtaining an improper advantage.

The Partner must ensure that these requirements are observed by its employees, representatives, agents, consultants, subcontractors, and other persons engaged to perform its obligations to Latech.

50. If a Party suspects a possible violation of anti-corruption requirements, Latech's Code, or these Terms and Conditions, it shall immediately notify the other Party.

Notice to Latech shall be sent in the appropriate form through the Latech Hotline. Hotline contact details are available at: <https://lamoda-ethic.csi-hotline.ru>

A notice of violation may be anonymous. However, providing contact information for feedback may facilitate a more effective review of the report.

Latech has the right to suspend performance of its obligations under the Agreement, including payment, document approval, product listing, provision of services, or other interaction with the Partner, for the duration of the review of the report or investigation of the possible violation.

51. If a violation of anti-corruption requirements, Latech's Code, or these Terms and Conditions is confirmed, or if the Partner has not resolved Latech's reasonable concerns, has not provided a response, documents, information, or explanations in response to Latech's request, has refused to cooperate with the investigation, has provided false, incomplete, or misleading information, has destroyed, concealed, modified, or falsified documents, or has otherwise obstructed the review of the violation report, Latech has the right to terminate the Agreement in whole or in part unilaterally and out of court.

Conflict of Interest

52. A conflict of interest is a situation in which the personal, financial, business, or other interest of a Latech employee, the Partner, or persons connected with them affects, or may affect, the objectivity, independence, and good faith of decisions made in the course of cooperation with Latech.

53. Throughout the term of the Agreement, the Partner must promptly disclose to Latech any actual, potential, or suspected conflict of interest related to the Parties' cooperation.

Upon identifying such a conflict or upon having reasonable grounds to suspect one, the Partner must immediately notify Latech through the Latech Hotline: <https://lamoda-ethic.csi-hotline.ru>

Disputes

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

55. A claim (demand) may be sent by registered mail with a list of attachments to the legal address of the Party or via the EDM system.

A claim shall be considered received from the date of receipt of the registered mail, unless otherwise provided for in the Agreement.

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.

If a claim is sent via the EDM system, the Partner must duplicate it by email to legal.claims@lamoda.ru on the same day. Otherwise, the claim shall not be deemed to have been sent.

A claim sent via the EDM system shall be considered received from the date of delivery of the electronic notification.

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

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