

Partner Agreement

This Partner Agreement (the “Agreement”) is made and entered between This is CALA, Inc. (hereafter referred to as “Company”, “we”, “us”, “our” or “CALA”) and you, the partner (hereafter referred to as “Contractor”, “you”, “your” or “yours”). In consideration of the covenants and conditions described below, Company and Contractor agree as follows:

BY CLICKING ON THE “ACCEPT” BUTTON, YOU (1) ARE CONSENTING AND EXPRESSLY AGREE TO BE BOUND BY AND ARE BECOMING A PARTY TO (A) THE TERMS OF THIS AGREEMENT, AND (B) THE TERMS OF THE TERMS OF USE LOCATED AT <https://ca.la/terms> (THE “TERMS OF USE”); AND (2) YOU REPRESENT AND ACKNOWLEDGE THAT YOU HAVE READ AND REVIEWED THIS AGREEMENT AND THE TERMS OF USE.

PLEASE NOTE THAT TO BE VETTED AS A PRODUCTION CONTRACTOR AND TO USE CALA PLATFORM (AS DEFINED HEREIN) AND THE ASSOCIATED SOFTWARE (AS DEFINED HEREIN), YOU MUST AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW. WE MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATION SHALL BE EFFECTIVE IMMEDIATELY UPON EITHER POSTING OF THE MODIFIED AGREEMENT OR NOTIFYING YOU. YOU AGREE TO REVIEW THIS AGREEMENT PERIODICALLY TO ENSURE THAT YOU ARE AWARE OF ANY MODIFICATIONS. YOUR CONTINUED ACCESS OR USE OF THE PLATFORM SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR THE TERMS OF USE, YOU DO NOT HAVE OUR AUTHORIZATION TO USE ANY OF THE SERVICES AND YOU MAY NOT ACCESS OR USE ANY PORTION OF THE SITE (AS DEFINED HEREIN) OR PLATFORM.

Terms not defined herein shall have the meaning as provided in our Terms of Use and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the Terms of Use, the terms of this Agreement shall supersede and control to the extent of any such conflict. This Agreement is effective as of July 1, 2019.

1. Production Services

- (a) General. Company provides certain services to designers (the “Services”) through a technology platform (the “Platform”) which includes our proprietary software and content (the “Software”) on our online website (including all content and functionality available through the <https://ca.la/> domain name, the “Site”) and mobile application (the “App”) to connect

designers (“Designers”) with Contractors in connection with the production of garments and/or accessories (collectively, the “Garments”) in a Designer’s project (the “Design Project”) for the fulfillment by Contractor of certain production services, including, but not limited to, fabric manufacturing, trim vendors, technical designers, pattern makers, sourcing services, sample makers, production, and fulfillment vendors (the “Production Services”).

- (b) Production Services. Once a Designer submits a proposed Design Project through the Platform, Company or Contractor may review such Design Project to determine the complexity level in connection with the Production Services required to fulfill and complete the Design Project (the “Design Level”). If you choose to provide Production Services for a Design Project, within 24 hours of the designation of the Design Level, you will submit a request to receive a bid (the “Bid”) for all costs and fees (including without limitation, pattern-making, material sourcing, prototypes, product development, custom labels, a SMS for final approval, bulk units, and a keep sample for Company), required for your Production Services to complete the Design Project based upon the Design Level. Once Company sends the Bid to Partner, you have 72 hours to accept or reject the Bid. If you accept the Bid, the costs and fees are final. You understand and agree that (i) Company, in its sole discretion, may match and connect you with the Designer based on your compatibility of the Production Services you offer; (ii) once you accept the Bid and you begin Production Services, you will first provide a sample (the “Sample”) of the Garment to Designer prior to commencing full production; (iii) you will commence full production of Garments only upon acceptance and approval of the Sample by Designer (the “Approved Sample”); (iv) once accepted by Company, the Bid shall be the final and full pricing for a Design Project to be paid to you; (v) provided that Designer does not instruct you to deviate from an Approved Sample, you will be responsible for replacing production of Garments and all costs associated with such reproduction in the event the completed Garments materially deviate from or do not conform to the Approved Sample; (vi) determining a Design Level and/or submitting a request for a Bid does not guarantee that Company will be match you with a Designer to fulfill a Design Project; and (vii) there is no guarantee that a Designer will choose you to complete and fulfill a Design Project. All fees for your Production Services shall be paid to you based on the Bid, pursuant to Section 3 of this Agreement. For the avoidance of doubt, the Bid (and all information used to create the Bid) is considered Company Confidential Information subject to all obligations and restrictions in Section 7 hereof, and Contractor agrees not to discuss the Bid with the Designer.

By accepting the terms of this Agreement, you expressly agree to the provisions of this Section 1 “Production Services”.

- (c) Shipping and Delivery. Contractor understands and agrees that for the production and/or fulfillment of Garments (the “Produced Garments”),
- (i) shipping and delivery costs for references, samples and bulk shall be handled by Company, if the Design Project requires the production and/or fulfillment of Garments;
 - (ii) Company may choose to store any Produced Garments at a warehouse partner (the “Warehouse Partner”) prior to delivery to Designer;
 - (iii) all Produced Garments shall be shipped to the address and contact information provided by Designer through the Platform;
 - (iv) Company or Warehouse Partner shall choose a nationally recognized courier service (“Courier”) to deliver the Produced Garments to Designer and notify Designer of the ship date and expected delivery time of the Produced Garments;
 - (v) if Produced Garments are damaged, defective, or otherwise incomplete (the “Damaged Garments”), upon delivery, Designer or Company will have 30 days (the “Notification Period”) to notify and provide evidence to you of such Damaged Garments and you shall work with Company and Designer to remedy the damage, defect, or incompleteness (including without limitation, the cost to fix or replace the Damaged Garments) and return the Damaged Garments to you, all at your cost and expense;
 - (vi) you shall be responsible for all shipping and delivery costs for the return of Damaged Garments to you; provided, however, that if Designer or Company does not report Damaged Garments to you within the Notification Period, Designer or Company shall be responsible for and bear all shipping and delivery costs for the return of Damaged Garments to you;
 - (vii) CALA and Designer shall not be responsible for any damage caused by Warehouse Operator or Courier to the Produced Garments and Contractor’s sole recourse will be against Courier for such damage;
 - (viii) Contractor shall be responsible for handling all complaints received by Designer and any return shipping costs in connection with any Damaged Garments; and
 - (ix) the Fulfilled Production Payment (as defined in Section 3) will not be remitted to Contractor unless and until
 - (A) the Produced Garments are fully delivered and received by Designer,
 - (B) no Damaged Garments are reported by Designer or Company within 30 days, and
 - (C) Designer remits the Fulfilled Production Payment to CALA.

2. Term; Termination

This Agreement shall commence on the date you first accept the terms herein and will continue in effect for twelve (12) months thereafter (the “Initial Term”). Following the Initial Term, the Agreement will automatically renew for successive renewal terms of twelve (12) months (each, a “Renewal Term” and together with the Initial Term, the “Term”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term as applicable.

If either party breaches a provision of this Agreement, the other party may terminate the Agreement immediately upon written notice to the other party. Except for a material breach, the non-breaching party shall give written notice to the other party of the breach of the Agreement and the breaching party will have five (5) days thereafter to cure the non-material breach.

3. Fees

Company shall pay you the Bid amount actually paid by Designer and received by Company for the Production Services provided to Designer, less any credit card processing fee incurred by Company for processing the Designer's payment. You understand and hereby agree that (a) Company may at times charge Designer an amount greater than the Bid (the "Rate Increase") for your Production Services; (b) in the event of such Rate Increase, you are only entitled to receive the Bid and Company is not obligated or liable to you for any other payment over the Bid; (c) payment of the Bid shall be made to you with 15% of such payment up front (an additional 15% of the Bid amount is available upon request for a 1.5% fee of the bid amount, reducing the remaining payout amount) and the remaining 85% (minus the 1.5% fee of the bid amount if the additional 15% deposit is taken) of the payment upon your full completion of the Produced Garments and within 30 days of receipt from Designer (the "Fulfilled Production Payment"), additional payments will be made to you monthly for a 3-month period after sales have begun in the amount of 2% of the Designer's net sales (sales – discounts – returns) of the Produced Garments (a negative amount of net sales will result in a charge due to overpayment in a prior period); (d) Company will not be liable to you or obligated to pay you for any costs, fees, or damages of any kind due to a Designer's non-payment for the Production Services and your sole recourse for non-payment for completed Production Services will be solely against Designer; (e) neither CALA nor Designer will be liable to you for any costs you incur in the event you commence production of Garments without Designer's consent or acceptance of an Approved Sample; (f) you will set up and have an active account with Stripe (or Veem in China) to receive payment from Company; (g) Company is not liable or responsible in any way, including, but not limited to, any damages or fees, incurred by you for your failure to set up and maintain an active account with Stripe (or Veem in China); and (h) other than disputes arising out of non-payment by Designer, under no circumstance and in no event will you contact a Designer directly by any means to discuss the Bid, or any portion thereof, or any payment details in connection with this Agreement.

By accepting the terms of this Agreement, you expressly agree to the provisions of this Section 3 "Fees".

4. CALA Deactivation Policy

CALA's goal is providing reliable and long lasting partnerships with both Designers and Contractors. CALA does this by connecting the top Designers with the top Contractors in terms of design, quality, reliability, accountability, and transparency in communication. This is only possible when Designers trust Contractors and vice versa. If we determine, in our sole discretion, that you have breached the terms of this Agreement, you may be barred or suspended from using the Platform, either temporarily or permanently, depending on the seriousness of the breach.

After every Designer produces product through the Platform, the Designer may rate a Contractor on a five-star scale and give feedback. This system holds Contractor accountable for their production quality. Accountability helps create a respectful environment for both Designers and Contractors. Contractor can see their current rating in the Platform. Likewise, Contractors may rate Designers and give feedback through the Platform. The easiest way to keep the average rating high is to provide exceptional quality Production Services and turnaround time on every Design Project. If Designer instructions are outside of scope of the Design Project, Contractor should notify CALA immediately.

5. Compliance With The Law

Contractors using the Site and/or Platform agree to and shall act in compliance with all relevant state, federal and local laws, regulations, rules and ordinances at all times.

6. Dispute Resolution

The parties agree that any controversy or dispute between the parties concerning this Agreement, including deactivation of Contractor's access to the Platform or the construction or application of any of the terms, covenants, or conditions of the Agreement, will first be subject to reasonable good faith efforts by the parties to resolve such dispute, and if such good faith efforts are not successful, shall be submitted to binding arbitration in New York County, New York, on the request of any party, and the arbitration shall comply with and be governed by the provisions of the New York Civil Practice Law & Rules, Article 75. Any cause of action or claim you may have with respect to this Agreement must be commenced within one (1) year after the claim or cause of action arises. Arbitration shall be conducted by three arbitrators familiar with the commercial practices of Company and Contractor's industry. Each party shall be entitled to select one arbitrator, which two selected arbitrators shall in turn select a third arbitrator. Any award or decision obtained from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any

award thus obtained may be entered in any court having jurisdiction thereof. All parties to the arbitration shall as an initial matter share the costs of such proceeding, but the prevailing party may be awarded fees and costs, including reasonable attorney's fees. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by either party except (a) an action to compel arbitration pursuant to this Section, or (b) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section.

7. Property Rights of the Parties

Contractor agrees that all information and know-how, whether or not in writing, of a private, secret or confidential nature concerning the Company's business or financial affairs is and shall be the exclusive property of the Company. By way of illustration but not limitation, Confidential Information may include (i) information concerning the Company's Platform and Services, including, without limitation, the Software, Site and App; (ii) information concerning job positions or job applicants processed or received by the Company; (iii) data received or mined by the Company and the results of such data mining; (iv) information concerning the techniques, processes, formulas, improvements, ideas, and methods of the Company; (v) information concerning the designs, drawings, manuals, patterns, and schematics of the Company; (vi) information concerning the copyrights, trademarks, tradenames, trade secrets, patents, and know-how of the Company; (vii) information concerning the hardware owned or used by the Company; (viii) the Company's business plans and methods; (ix) the Company's research and development information; (x) the Company's marketing or sales strategies and techniques; (xi) information about pricing of the Company's Services; (xii) lists of and information concerning existing or potential clients, customers (including information concerning current and prospective Designers, Design Projects and Design Levels determined by the Company), consultants, suppliers, vendors, strategic partners and other business relations; (xiii) employee personnel files and information about employee compensation and benefits; (xiv) information (including confidential or Confidential Information) received by the Company from third parties, including, without limitation, its clients, customers (including information concerning current and prospective Designers, Design Projects and Design Levels determined by the Company), consultants, suppliers, vendors, strategic partners and other business relations; (xv) information concerning leases, contracts and agreements to which the Company is a party; (xvi) work product relating to work being done, or proposed, for any customer of the Company; (xvii) the Company's historical and pro forma financial information; (xviii) the Bid, and (xix) all information and documents (oral, in writing, in electronic, machine readable or other tangible form, or visual) relating to, making known, or making knowable (alone or in combination with any other source of information) any of the foregoing.

Contractor agrees that all disks, files, letters, memoranda, reports, records, data, drawings, notebooks, program listings, or written, photographic, or any other record containing Confidential Information, whether created by Contractor or others, which shall come into Contractor's custody or possession, shall be and are the exclusive property of the Company to be used only in the performance of Contractor's duties for the Company. Upon termination, Contractor agrees to return to the Company any and all copies of materials in Contractor's custody or possession, containing Confidential Information. Contractor agrees that, at the time of termination of the Agreement, Contractor will deliver to the Company (and will not keep in Contractor's possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by Contractor pursuant to the Agreement or otherwise belonging to the Company, its successors or assigns.

Contractor acknowledges that his, her or its obligations with regard to Confidential Information which are set out in paragraphs (a) and (b) above, extends to all information, know-how, records and tangible property of customers of the Company or suppliers to the Company or of any third party who may have disclosed or entrusted the same to the Company or to Contractor in the course of the Company's business.

Contractor acknowledges and understands that, pursuant to the Defend Trade Secrets Act of 2016 (18 USC § 1833(b)), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

8. Contractor Representations and Warranties

Contractor agrees, represents and warrants that:

- Contractor's agreement to perform the Production Services pursuant to this Agreement does not violate any agreement or obligation between Contractor and any third party.
- The Production Services performed by Contractor will not infringe, violate, or misappropriate any right of a third party, including, but not limited to any privacy rights, copyright, patent, trade secrets, trademarks, or other proprietary or intellectual property right held by any third party.
- All Production Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.

- Contractor has obtained and currently holds all necessary permits, licenses, and certificates, including, but not limited to, required city, county and state business permits, for the manufacturing and/or production of Garments. Such permits, licenses and certificates will be actively maintained and in good standing at all times during the term of this Agreement.
- Contractor is in compliance with all local, state and federal law with respect with respect to its employees, contractors and service providers.
- As time is of an essence in the completion of a Design Project, Contractor will (a) complete the agreed upon Production Services in a timely manner on the date and time as agreed upon by Designer and Contractor, and (b) meet all deadlines set and agreed upon by Designer and Contractor.
- The agreed upon quality of garment, turnaround time of production, transparency in timeline and quality, and timely comments/feedback to Designer for each garment will occur as scheduled.
- If completion of Production Services becomes impossible or will be delayed for any reason, Contractor will notify Company of such impossibility or delay no less than 10 business days in advance.
- Contractor will be responsible and liable for all costs incurred by Company for any Production Services that is delayed, hindered, or unsatisfactory for any reason due to Contractor's action or inaction, including, but not limited to, late deliveries, low quality production, mistreatment or discrimination of Designers, lack of communication, unresponsiveness through the Platform, and illegal behavior.
- Except for any disputes arising out of non-payment of Production Services by Designer under Section 3, Contractor will not contact any Designers directly outside of the Platform; provided, however, that, in cases of disputes arising out of non-payment of Production Services, prior to contacting Designer, Contractor agrees to provide Company with (a) written notice of such intent to contact Designer, and (b) a period of fifteen (15) days in which Company may, in its sole discretion, choose to contact Designer directly to cure such non-payment.
- Contractor will not engage in any unfair competition with Company, or engage in any action which may constitute intentional interference with CALA's prospective economic advantage.
- Contractor will not disclose, duplicate, sell, use for promotional means or otherwise use for any purposes, other than for providing Production Services, any of the Designer's Design Projects, assets, material, property, artwork or designs.
- Contractor has obtained and currently holds all necessary permissions, rights and licenses to collect and use customer data needed for the fulfillment services and is in full compliance with all applicable local, state and federal laws, rules and regulations with respect to customer data and privacy.
- Contractor will promptly update Designer via the Platform as to any relevant updates with respect to the Design Project, including, but not limited to, completion of any preset list of tasks in connection with a

Design Project.

- Contractor will not use the Services, Site, App or the Platform in any manner that (a) violates any law, statute, ordinance or regulation; (b) you should know is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, fraudulent, deceptive, or misleading or otherwise objectionable; or (c) adversely affects or reflects negatively on our goodwill, name or reputation or causes duress, distress or discomfort to us or anyone else, or discourages any person, firm or enterprise from using all or any portion, feature, or function of the Services, Site, App, or Platform, or from advertising, liking or becoming a supplier to use in connection with the Services, Site, App or Platform.

9. Indemnity

Contractor agrees to indemnify, defend, and hold Company and its successors, officers, directors, agents and employees harmless from any and all costs, expenses (including reasonable attorneys' fees), losses, damages, claims, liabilities, demands, penalties, forfeitures, suits and judgments, which Company may hereafter incur, become responsible for or pay, as a result of your performance of the Production Services described herein or arising out of, or in connection with any breach of your representations contained herein or any breach of this Agreement by Contractor.

10. Waiver and Release

YOU AGREE THAT NEITHER WE NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS SHALL HAVE ANY LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR USE OF THE SITE, THE APP, THE SERVICES, OR THE PLATFORM. YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE CALA, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON THE NEGLIGENCE OF CALA, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS) FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE SITE, THE APP, THE SERVICES, OR THE PLATFORM.

11. Liability Limitation

NOTWITHSTANDING THE FOREGOING PARAGRAPH WE WILL NOT BE LIABLE UNDER ANY THEORY OF LAW, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA OR COSTS OF REPLACEMENT GOODS, ARISING OUT OF THE USE OR INABILITY TO USE THE SITE, THE APP, THE SERVICES OR THE PLATFORM OR RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION PRESENTED, EVEN IF WE MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SITE, THE APP AND PLATFORM ARE CONTROLLED AND OFFERED BY US FROM OUR FACILITIES IN THE UNITED STATES OF AMERICA. WE MAKE NO REPRESENTATIONS THAT THE SITE, THE APP OR PLATFORM IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SITE, THE APP, THE SERVICES OR THE PLATFORM FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

12. Relationship of Parties

Notwithstanding any provision hereof, Contractor is an independent contractor and is not an employee, agent, or joint venturer of Company and shall not bind nor attempt to bind Company to any contract. Contractor shall be solely responsible for the manner and hours in which the Production Services are performed under this Agreement and Contractor elects to accept or reject any request to provide Production Services subject to the terms herein. Contractor shall not be eligible to participate in any of Company's benefit plans, fringe benefit programs, group insurance arrangements or similar programs. Company shall not provide workers' compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to Contractor.

13. Tools and Materials

As an independent contractor, Contractor must furnish any tools, equipment and supplies necessary, if any, to provide the Production Services. Company will provide a unique and protected login to the Platform that enables Contractor to track, monitor and provide real time updates to their CALA opportunities via the Platform. Company will also provide any necessary and reasonable training for Contractor employees to use the Platform in most efficient way.

14. Other Activities

Contractor may choose to solicit new designer clients on his/her/its own. If Contractor would like to recommend potential designer clients to CALA, it is at CALA's discretion if the potential client can use the Platform as a Designer. In the event CALA accepts the referred client as a Designer to assess the Platform, a separate fee structure will be prepared and provided to Contractor on a case by case basis. Contractor understands and agrees that Company does not guarantee and is not obligated to accept a referred client to become a Designer with access to the Platform and/or Services.

15. Miscellaneous

- (a) Governing Law. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions.
- (b) Injunctive Relief. Any breach of "Property Rights of Parties" of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies.
- (c) Waiver. Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof.
- (d) Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- (e) Entire Agreement. This Agreement and the Terms of Use represents the entire understanding between the parties with respect to the subject matter hereof to the exclusion of all waivers to the Agreement will be effective unless in writing and signed by both parties.
- (f) Assignment. This Agreement and the Production Services contemplated hereunder are personal to Contractor and Contractor shall not have the right or ability to assign, transfer or subcontract any rights or obligations under this Agreement without the written consent of Company. Any attempt to do so will be void.

- (g) Notice. All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or three days after being sent by US mail, overnight delivery, email, or facsimile to the address of the party to be noticed as set forth herein or to such other address as such party last provided to the other by written notice.
- (h) Non-Solicitation. To the fullest extent permitted under applicable law, for the Term and for eighteen (18) months following the expiration or earlier termination of this Agreement for any reason, the Parties agrees that, neither they nor any of their agents, employees, contractors or affiliates will solicit or hire any of the other Party's Customers or Partners (as defined in Exhibit A) whom they during, or as a result of, this Agreement. The foregoing provision will not prevent either Party from conducting generalized solicitations for partners through the use of media advertisements, professional search firms or otherwise not specifically targeted to any of the other Party's Partners.
- (i) Non-Circumvent. Due to this Agreement, Partner may be introduced to or learn of Customers, Partners, persons, contacts, entities, customers, distributors, clients, employees, consultants, and other agents of Company (collectively, "Designated Parties"). To the fullest extent permitted under applicable law, for the Term and for eighteen (18) months following the expiration or earlier termination of this Agreement for any reason other than Company's material breach of this Agreement pursuant to Section 4(b)(i) hereof, Partner agrees not to circumvent, attempt to circumvent, or permit any other party or persons on Partner's behalf to circumvent Company's relationships and/or agreements with the Designated Parties in any way, manner or form, including without limitation, contacting, calling on, soliciting, consummating transactions, contracts or engagements, or taking away any Designated Party without the prior written permission of Company.

Terms of Use

Acceptance of Terms

The following terms and conditions govern all use of the <https://ca.la/> website (including all content and functionality available through the <https://ca.la/> domain name, the "Site"). The Site is offered subject to acceptance without modification of any of the terms and conditions contained herein or all other operating rules, policies and procedures that may be published from time to time on the Site by This Is Cala, Inc. ("CALA", "we", "us" and "our"). Subject to the

terms of this Terms of Use (the “Agreement”), CALA provides you with access to the Site, related data, our proprietary software, and content and related documentation and information through the Site in connection with our design, sourcing and production of garment and fitting services, including our “CALA Fit” product, and any future features, products and/or services we may provide through the Site, through a technology platform (the “Platform”) on the Site (collectively the “Services”).

Please read these Terms of Use carefully before using the Site and/or Services. If you do not agree to the terms of this Agreement and/or the Privacy Policy, you do not have CALA’s authorization to use any of the Services and you may not access or use any portion of the Site.

By visiting and providing information to us through the Site and/or registering for an account (an “Account”) as either a designer (the “Designer”) or production partner (the “Partner”), accessing or using any part of the Site, you (the terms “You”, “Your”, and “Yours” shall refer to any and all users of the Site, including Designers and Partners (the “Users”)) expressly agree to and consent to be bound by (a) the terms and conditions of this Agreement, (b) CALA’s privacy policy, which can be found at <https://ca.la/privacy> (the “Privacy Policy”); and (c) the terms of the Designer Agreement and/or Production Partner Agreement, as applicable.

Changes

CALA reserves the right, at its sole discretion, to modify or replace any of these Terms of Use at any time. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Apps following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

Proprietary Rights

You acknowledge and agree that all CALA content, data and materials displayed on the Site and the Services or otherwise made available by CALA (collectively, the “Content”) are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. There may be collective work that is the property of other third parties and such collective work is also protected by copyright and other intellectual property laws. Except as expressly authorized by CALA in writing, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or Content. You do not have the right to lend, lease, rent or sublicense the Site. However, you may print or download a reasonable number of copies of the materials or content from the Site or for your internal business purposes; provided, that you retain all copyright and other proprietary notices contained therein. You

may not change or delete any proprietary notices from materials downloaded from the Site. You agree not to use any CALA logo or any other proprietary graphic or trademark (whether modified or not) without CALA's express written consent, except to the extent permitted by fair use. As between the parties, title, ownership rights, and intellectual property rights in the Content, and any copies or portions thereof, shall remain in CALA and/or its content providers. Third-party trademarks, service marks and logos contained in the Site are owned and licensed by their respective owners. Any and all rights not expressly granted herein are reserved.

Grant of Limited License

Your access to the Service is licensed and not sold. Subject to the terms of this Agreement, and upon your registration for an Account, CALA hereby grants you a revocable, non-exclusive, non-transferable account enabling you to access and use the Services and the Site. Your use of the Services (including the use of the materials that you download in connection with the use of the Site, along with any documentation, text, software, photos, video, graphics, and music, sound or other multimedia files that might accompany it (collectively, "Material")) is governed by the terms of this Agreement. We reserve the right, without notice and in our sole discretion, to terminate your license to use the Site and Services, and to block or prevent future access to and use of the Site and Services. You are not permitted to, directly or indirectly, and the foregoing license grant does NOT include the right for you to (a) publish, publicly perform or display, duplicate, or distribute to any third party any Materials, including reproduction on any computer network or broadcast or publications media; (b) market, sell or make commercial use of the Site or any Material; (c) systematically collect and use of any data or content including the use of any data spiders, robots, or similar data gathering, mining or extraction methods; (d) make derivative uses of the Site or the Material; or (e) use, frame or utilize framing techniques to enclose or capture any portion of the Site (including the images found at this Site or any text or the layout/design of any page or form contained on a page).

User Agreement

In order to access the Service, you will be required to register for an Account by providing us with information such as your name and your email address. In addition, if you are accessing the Site as (a) a Designer, you must agree to accept the terms of the Designer Agreement, accessible [here](#), and/or (b) a Partner, you must agree to accept the terms of the Production Partner Agreement, accessible [here](#). You further agree to: (i) provide true, accurate, current and complete information about yourself when registering for an Account, including any credit card information (your "Credit Card"), as applicable; (ii) maintain

and promptly update your Account to keep it true, accurate, current and complete; and (iii) authorize us, or our third party billing service, to charge your Credit Card for any and all service fees incurred by your use of Services, as applicable. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof).

Rules and Conduct

You represent and warrant that (a) you are over the age of eighteen (18) and have the power, authority or consent to enter into and perform your obligations under the Agreement; (b) all information provided by you to us, including Credit Card information, is truthful, accurate and complete; (c) you are authorized, or have the permission of the authorized signatory of the Credit Card or charge card provided to us, to pay any fees incurred from use of the Services (as applicable); (d) you shall comply with all terms and conditions of this Agreement; (e) you have provided and will provide accurate and complete registration information, including, without limitation, your legal name and email address; (f) you will maintain the security of your user identification, password and other confidential information relating to your Account; (g) you will maintain the security, confidentiality and integrity of all messages and the content that you receive, transmit through or store on the Service; (h) you will maintain all charges resulting from the use of your Account, including but not limited to, unauthorized use of your Account prior to you notifying us in writing of such use and taking steps to prevent its further occurrence by changing your password; (i) you will comply with the terms of this Agreement set forth herein; and (j) you will comply with all applicable U.S. and international laws, statutes, ordinances, rules, regulations, contracts and applicable licenses regarding your use of the Services or Site.

You further warrant, represent and agree that you will not use the Site and/or Services in a manner that (i) infringes the intellectual property rights or proprietary rights, or rights of publicity or privacy, of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) you should know is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, fraudulent, deceptive, or misleading or otherwise objectionable; (iv) adversely affects or reflects negatively on our goodwill, name or reputation or causes duress, distress or discomfort to us or anyone else, or discourages any person, firm or enterprise from using all or any portion, feature, or function of the Site or from advertising, liking or becoming a supplier to use in connection with the Site; (v) sends or results in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called “spamming”; (vi) transmits, distributes or uploads programs or material that contain malicious code, such

as viruses, timebombs, cancelbots, worms, trojan horse, spyware, or other potentially harmful programs or other material or information; (vii) falsely reports to an employee or agent of CALA; (viii) circumvents, disables or otherwise interferes with security-related features of the Site or its features that prevent or restrict use or copying of any content; (ix) intercepts or attempts to intercept email or other private communications not intended for you; and/or (x) causes the Site to be used for commercial or business purposes, including, without limitation, advertising, marketing, or offering goods or services, whether or not for financial or any other form of compensation or through linking with any other Site or web pages. You further warrant, represent and agree that you will not (A) post or transmit any message, data, image or program which is indecent, obscene or pornographic; (B) use the Site to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others; and (C) delete any author attributions, legal notices or proprietary designations or labels in a file that you upload to the Site. While it is not our intent to discourage you from reporting problems about the Services, nonetheless, we reserve the right to take such action as we deem appropriate and/or to remove any content from the Site at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if we are concerned that you may have breached the provisions of this Section), at our sole discretion.

User Restrictions

You are not permitted, directly or indirectly, to (a) engage in any acts inconsistent with the principles of copyright protection and fair use, as codified in 17 U.S.C. Sections 106-110, without obtaining the express written consent of CALA and/or the copyright owner; or (b) distribute, display, rent, lease, transfer or otherwise transfer rights to, or in any way exploit, the Content, in whole or in part; or (c) remove any proprietary notices or labels on the Content.

Fees and Third Party Payment Processors

Designers. If you access and use the Services as a Designer, the Platform will generate fees and projected costs (the “Fees”) for the completion of your Design Project (as defined in the Designer Agreement). You understand and agree that you will pay all Fees in a timely manner as set forth in the Designer Agreement and you will be solely responsible to Partners for any non-payment or late payment of Fees. You further understand that no Production Services will commence until Fees are paid upfront according to the Designer Agreement.

Partners. If you access and use the Services as a Partner, you understand and agree that Fees due to you for your Production Services (as defined in the Production Partner Agreement) will be only due and paid to you by CALA upon receipt of payment by Designers in the manner set forth in the Production

Partner Agreement. You further understand and agree that claims or actions of any kind with respect to Fees due to you by a Designer shall be brought solely against Designer and not CALA in the manner set forth in the Production Partner Agreement.

Subscription Fees. CALA may, at times, require a subscription fee (“Subscription Fee”) to access the Platform and Services. Notification of such Subscription Fee will be posted to the Site when and if applicable and you may choose to pay such Subscription Fee in order to access the Platform and Services. CALA, in its sole discretion, may waive such Subscription Fee on a case-by-case basis.

Third Party Payment Processors. In registering for an Account and using our Services, you understand and agree that you may be charged a fee for the Services and we may use a third-party service provider (the “Processor”) (e.g., Stripe, Bill.com, etc.) for payment services (e.g., credit card transaction processing, merchant settlement, and any related service fees). By using the Site or Services, you agree to be bound by the Processor’s Terms of Service and the Processor’s Privacy Policy. You hereby consent to provide and authorize us and the Processor to share any Credit Card information and payment instructions you provide to the extent required to complete the payment transactions in accordance with this Agreement, including personal, financial, credit card payment, and transaction information. You represent and warrant that you have the legal right to use any credit card(s) or other payment means used to pay any fee or charge. By providing us or the Processor with your payment information, you agree that we and/or the Processor are authorized to immediately invoice you for all fees and charges due and payable to us hereunder and that no additional notice or consent is required. You agree to immediately notify us and the Processor (as applicable) of any change to your payment information. You will be responsible for paying any applicable taxes relating to your payments and credits received and will indemnify and hold harmless CALA and the Processor from any and all taxes, including sales tax, based on any payments made or received by you in connection with the Services.

Feedback

At times, we may ask you to provide us with comments and feedback regarding the Services and/or the Site. Any such comments or feedback you provide through the Site will collectively be referred to as “Feedback”. By providing Feedback to us, you grant to us a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide license to use, copy, sublicense, reproduce, distribute, redistribute, modify, adapt, publish, edit, translate, transmit, create derivative works of, publish or broadcast, publicly perform or display any materials or other information (including without limitation, ideas contained therein for new or improved products or services) you submit to us as part of the Feedback. You further acknowledge and agree that your name and/or likeness may

be associated with your Feedback and posted on the Site and you hereby grant us a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide license to use your name and/or likeness in association with your Feedback. You agree that you shall have no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your communication to us. You further acknowledge and agree that no compensation will be paid with respect to the use of your Feedback, as provided herein, and that we may remove any Feedback we post on the Site at any time in our sole discretion. Further, when you provide Feedback, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of such content on the Site.

Operation

We reserve complete and sole discretion with respect to the operation of the Site. We may, among other things: (a) delete email or private messages if they have not been accessed by a User within the time established by our policies; (b) subject to the terms herein, make available to third parties information relating to the Users; and (c) withdraw, suspend or discontinue any functionality or feature of the Site. We may, in our complete and sole discretion, review uploaded files, conferences, forums, and chats and authorize restrictions on access thereto. We will not review the contents of email or private messages except as required or allowed by applicable law or legal process.

Content and General Disclaimers

General. The Services and Site are provided by us on an “as is” basis. We make no representations or warranties of any kind, express or implied, as to the operation of the Services, Site, or the information, content, materials, or products included on the Services or Site. To the fullest extent permissible by applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement, and warranties that access to or use of the Services will be uninterrupted or error-free. These are not warranties that extend beyond the face of these Terms. We cannot and do not warrant against human and machine errors, omissions, delays, interruptions or losses, including loss of data. We cannot and do not guarantee or warrant that files available for downloading from the Services or Site will be free of infection by viruses, worms, trojan horses or other code that manifest contaminating or destruction properties. We do not warrant or guarantee that the functions or Services accessed through the Services will be uninterrupted or error-free or that defects in the Site will be corrected. This disclaimer of warranty constitutes an essential part of these Terms. If you are dissatisfied with any portion of the Service, or with any term in this Agreement, your sole and exclusive remedy is to discontinue

using the Services. We may change the Services or Site or the features in any way, and at any time and for any reason. Although we have attempted to provide accurate information on the Services or Site, we assume not responsibility for the accuracy or completeness of the information.

Informational Purposes Only. Any opinions expressed on the Site, or in Feedback, are the personal opinions of the original author and not of CALA, even though the original author may be employed by us. The Content is provided for informational and entertainment purposes only and is not an endorsement or representation by us or any other Party. We do not assume any responsibility or liability for any Feedback, blogs, opinions or other commentary posted on the Site or received by you through the Services, or any third party website linked to the Site and makes no express or implied warranty or guarantee about the accuracy, copyright compliance, legality, or any other aspect of the Content.

Disclaimer of Third Party Information. You understand that when using the Site, you may be exposed to Feedback and third party content from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Feedback or third party content. You further understand and acknowledge that you may be exposed to Feedback and third party content that may be offensive, indecent, inaccurate, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us, or our executives, directors, employees, stockholders or agents, with respect thereto. You acknowledge that statements made on the Site or in Feedback reflect only the views of their authors. Forum managers, forum hosts, content providers, or merchants appearing on the Site, if applicable, are not authorized CALA spokespersons, and their views do not necessarily reflect those of CALA, and we do not endorse any Feedback, or any opinion, recommendation, or advice expressed therein.

Links to Third Party Sites. The Site may permit you to link to other websites on the Internet, and other websites may contain links to the Site. These other websites are not under CALA control, and you acknowledge that CALA is not responsible for the accuracy, legality, appropriateness or any other aspect of the content or function of such websites. The inclusion of any such link does not imply endorsement by CALA or any association with its operators.

Indemnification

Each Party agrees to indemnify, defend, and hold the other Party and its affiliates, successors and assigns, and all of their officers, directors, employees, Partners and other agents (collectively, “**Indemnitees**”), harmless from any and all costs, expenses (including reasonable attorneys’ fees), losses, damages, claims, causes of action, liabilities, demands, penalties, forfeitures, suits and judgments, which any Indemnatee may hereafter incur, become responsible for or pay, as a result of any breach of such breaching Party’s representations, war-

warranties, agreements or other promises contained in this Agreement, the Designer Agreement or the Production Partner Agreement, as applicable.

Waiver and Release

You agree that neither we nor our officers, directors, stockholders, employees, agents, partners, licensors or suppliers shall have any liability to you under any theory of liability or indemnity in connection with your use of the Site, the Services, Software or the Platform. You specifically acknowledge that we shall not be liable for the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you. You hereby release and forever waive any and all claims you may have against CALA, our officers, directors, stockholders, employees, agents, partners, licensors or suppliers (including but not limited to claims based upon the negligence of CALA, our officers, directors, stockholders, employees, agents, partners, licensors or suppliers) for losses or damages you sustain in connection with your use of the Site, the Services, Software or the Platform.

Limitation of Liability

In no event shall either Party be liable to the other, for special, punitive, incidental, consequential or other indirect damages arising out of or in connection with any breach of this Agreement, the Designer Agreement or the Production Partner Agreement, even if advised of the possibility of such damages in advance.

Copyright or Intellectual Property Infringement Notification

- (a) We respect the intellectual property rights of others. You can notify us of possible copyright infringement, and we will review all claims of copyright infringement received and remove content deemed to have been posted or distributed in violation of any such laws. To make a claim, please provide the following:
 - i. A physical or an electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
 - ii. A description of the copyrighted work or other intellectual property that you claim has been infringed;

- iii. A description of where on the Site the material that you claim is infringing is located, the detail of the description being reasonably sufficient to permit us to locate the material;
- iv. Your contact information, including your address, telephone number, and email;
- v. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement by you that the above information in your notice is accurate and that you, made under penalty of perjury, are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf. Contact the agent designated to receive and act on copyright violations under the Digital Millennium Copyright Act ("DMCA"). Claims can be directed to us at +19174739270, hi@ca.la, This is CALA, Inc. 50 Eldridge st. Floor 2, New York, NY 10002.

Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules, and the United States of America. You agree that any legal action or proceeding between CALA and you for any purpose concerning this Agreement, the Designer Agreement or Production Partner Agreement, as applicable, or the parties' obligations hereunder or thereunder shall be brought exclusively in a court of competent jurisdiction sitting in New York County, New York, United States. Any cause of action or claim you may have with respect to CALA must be commenced within one (1) year after the claim or cause of action arises. Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. CALA may assign, transfer or delegate any of its rights and obligations hereunder without consent. All waivers and modifications must be in a writing signed by CALA, except as otherwise provided herein. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement, and neither Party has any authority of any kind to bind the other in any respect. This Agreement, along with the Designer Agreement and

Production Partner Agreement, as applicable, constitutes the complete and exclusive statement of the agreement between the parties with respect to the Site or Services and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Service. If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing Party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing Party may be entitled. No provisions of this Agreement are intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any Nonprofit User, client, customer, affiliate, or any Party hereto or any other person unless specifically provided otherwise herein, and except as so provided, all provisions hereof will be personal solely between the parties to this Agreement; except that the sections pertaining to Indemnification, Waiver and Release, and Liability Limitation are intended to benefit CALA and its officers, directors, stockholders, directors, employees, agents, licensors, and suppliers.

Export Controls

You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control (“OFAC”), or other United States or foreign agency or authority, and not to export, or allow the export or re-export of the Material in violation of any such restrictions, laws or regulations. By downloading or using the Material, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any restricted country or on any such list.

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Contact

You may contact CALA at hi@ca.la.