**FASHION NOVA VENDOR AGREEMENT**

This Fashion Nova Vendor Agreement (this “**Agreement**”) is dated as of the last signature date below (the “**Effective Date**”) and is between the service provider specified in the signature block below (“**Service** **Provider**”) and Fashion Nova, LLC., a limited liability company (“**Company**”). Any Exhibits and Schedules attached to this Agreement are incorporated into this Agreement by this reference.

1. **Services.** Service Provider agrees to provide all services, including without limitation, any deliverables, any supplies (and/or provisioning of supplies), materials, and equipment pursuant to a statement of work or Company purchase order (the “**Services**”). Each fully-executed statement of work will substantially conform to the statement of work template attached hereto as Exhibit A as may updated from time to time by Company (“**Statement of Work**”). All Statement of Works and order forms will always be subject to this Agreement regardless if other terms and conditions are specified or included in any other document specifying the Services. Service Provider will advise Company on a regular basis regarding Service Provider’s progress in performing all Services and will prepare reports in a form requested by Company. All work will be done in a timely manner in accordance with Company’s requirements. Services will not considered accepted or completed by Company unless Company has provided Service Provider with written notice of acceptance (e-mail to suffice) and satisfaction with the Services. Service Provider will ensure that the Services will only be performed by Service Provider personnel and/or subcontractors (“**Service Provider Personnel**”) who have signed agreements with Service Provider requiring them to comply with obligations at least as restrictive as those in this Agreement. When Service Provider Personnel are on Company premises, they will comply with all applicable laws, rules, regulations (“**Applicable Law**”) and policies including any and all Company policies and requirements. Service Provider will be responsible and liable for all acts and omissions of its Service Provider Personnel. Company has the right to reject or immediately remove any Service Provider Personnel at its sole discretion at any time and without additional cost.
2. **Confidential Information.**
   1. Confidential Information. Unless otherwise expressly agreed to in advance and in writing by Company, Service Provider will not disclose, publish, distribute, or otherwise disseminate information relating to, disclosed, accessed, received, stored, or collected (in each case, by or on behalf of, Company) in the course of this Agreement that is, or should be reasonably understood to be, confidential to a party, including without limitation, any and all information related to Company, the terms of this Agreement, financial, business, and technical plans and strategies, pricing information, inventions, and new products, services, and technologies of Customer (“**Confidential Information**”). Company Confidential Information will not be shared by Service Provider to anyone except to its Service Provider Personnel or professional advisors who have a need to know it and who have agreed in writing to keep it confidential with restrictions at least as restrictive as those contained in this Agreement. Service Provider will take all necessary steps to ensure that the Confidential Information is securely maintained and will use the same care and discretion to avoid disclosure of Confidential Information as it uses with its own similar information that it does not wish to disclose, but in every case, no less than reasonable care. Service Provider may also disclose Confidential Information to the extent required by a valid order of a court or other governmental body that has jurisdiction over Service Provider as long as Service Provider will use commercially reasonable efforts to: (a) promptly notify Company, to the extent legally permissible, of such legal request before making any disclosure to allow Company reasonable opportunity to seek a protective order or to otherwise limit the potential disclosure; and (b) comply with Company’s reasonable requests to oppose or limit the disclosure (at no cost to Service Provider). If no such protective order or other remedy is sought or obtained pursuant to this Section, Service Provider may disclose only that portion of Confidential Information that it is legally required to disclose and will use commercially reasonable efforts to ensure that the Confidential Information disclosed will be accorded confidential treatment. Service Provider will promptly notify Company upon discovery of any loss, unauthorized disclosure, or unauthorized use of the Confidential Information of Company.
   2. Limited Use. Except as expressly set forth in this Agreement, Service Provider agrees that, as it pertains to the Services under this Agreement, it will not use, collect, store, process, transmit, or access any of the Company’s Confidential Information for any other purpose other than for the sole purpose of providing the Services to Company and solely for Company’s benefit.
   3. Disposal. Upon the termination or expiration of this Agreement, or upon Company’s request, Service Provider will: (a) provide a copy of all Confidential Information in Service Provider’s possession to Company via a mutually agreed upon secure transmission format; (b) upon written verification from Company of Company’s receipt of such Confidential Information, Service Provider will immediately and securely destroy all such Confidential Information (including any and all copies in any format) in a manner that makes the Confidential Information non-readable and non-retrievable; and (c) Service Provider will certify in writing, Service Provider’s compliance with the foregoing.
   4. Injunction for Breach of Confidentiality. Service Provider acknowledges and agrees that in the event of any breach of the confidentiality obligations of this Agreement by Service Provider, Company could suffer irreparable harm and injury and no remedy at law may afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, Service Provider agrees that in any such event, Company will be entitled to seek, in addition to all other potential rights and remedies available to it, immediate injunctive relief as may be granted by a court of competent jurisdiction.
3. **Company Property**. Company exclusively owns all Company methodologies, know-how, proprietary information, data, materials and other information, property, or intellectual property that is owned, licensed, supplied or independently developed by Company, and any and all other materials provided by or on behalf of Company including any logos, marks, and Company Confidential Information, including all derivative works of each of the foregoing (“**Company Property**”). All Company Property is Company Confidential Information and Company’s intellectual property, including any Services that incorporate such Company Property. Any use of Company Property by Service Provider will only be used by Service Provider for the sole purpose of performing the Services under this Agreement during the Term and solely for Company’s benefit. Except as provided in this Section, nothing in this Agreement will be construed to grant Service Provider any ownership right in, or license to, any of the Company Property. When this Agreement terminates or expires, Service Provider will immediately terminate all use of any Company Property in its possession in every manner. ALL RIGHTS OF COMPANY NOT EXPRESSLY GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY RESERVED BY COMPANY.
4. **Payment.** Company will pay Service Provider for all undisputed fees pursuant to a fully-executed statement of work (“**Fees**”) and will have no obligation to Service Provider for any other fees or expenses unless specifically agreed to in writing by the parties and accepted by Company by an authorized senior representive in writing (e-mail to suffice). Unless stated otherwise in the applicable statement of work, all payments for Fees will be due within 45 days after Company receives the applicable correct invoice for Fees and such invoice will not be sent to Company until Company has provided its acceptance of any completion of Services via e-mail to Service Provider. Each party acknowledges and agrees to pay all taxes applicable to each party’s performance under this Agreement.
5. **Service Provider Representations, Warranties, and Covenants.** Service Provider represents, warrants, and covenants to Company and its affiliates as follows: (a) Service Provider will comply with and provide all Services in accordance with Applicable Law; (b) Service Provider has the full power to enter into this Agreement and it is a corporation validly existing and in good standing under the laws of the state or jurisdiction in which it is formed; (c) Service Provider has the full power and rights to perform and provide the Services; (d) the Services or other materials provided to Company by Service Provider or on Service Provider’s behalf under this Agreement will not violate, infringe, or misappropriate the proprietary rights of any third party, including any Intellectual Property rights; (e) Service Provider will have the proper skill, training, and background to be able to perform the Services in a competent, professional, and workmanlike manner and the Services will be performed in accordance with the highest industry professional standards; (f) Service Provider will pay all applicable taxes and all other costs with respect to the Service Provider Personnel supplying Services and will be liable any claim related to any such taxes; (g) Service Provider will ensure that the Services will not result in the transmission of any malicious code or malware of any kind into any Company system; (h) Service Provider will not share, transfer, or provide any deliverables or any portions thereof, including any results, data, or information arising out of the Services, to any third party without Company’s prior written consent; (h) Service Provider will at all times provide the Services in accordance with Company’s expectations; (i) Service Provider is and will implement and maintain administrative, technical, and physical safeguards to protect the security and confidentiality of Company’s Confidential Information and will provide technical and organizational measures to protect Company’s Confidential Information against accidental or unlawful destruction or accidental loss, unauthorized disclosure, or access; (j) it will comply, and it will require that anyone acting on its behalf comply, with all applicable anti-corruption laws and rules; or (k) that in the performance of this Agreement, it will comply with all applicable economic sanctions, export control, and anti-boycott laws of the United Kingdom, European Union, United States, and any other applicable jurisdiction. All representations, warranties, and obligations made by Service Provider in this Agreement will also extend and be provided by each Service Provider Personnel assigned under this Agreement.
6. **Indemnification.** Service Provider will indemnify, defend, and hold harmless Company and its affiliates and their respective directors, officers, employees, and agents from and against any and all liabilities, damages, costs, and all associated expenses (including reasonable attorneys’ fees) arising from any third-party claims, demands, suits, proceedings, formal or informal administrative, or regulatory proceedings or inquiries, and other actions arising out of or on account of a claimed or alleged: (a) claim arising out of the Services, including without limitation, any breach by Service Provider of its representations, warranties, and obligations under this Agreement; (b) breach of Service Provider’s confidentiality obligations; (c) the loss or misuse of personal data; (d) violation, infringement, or misappropriation of any intellectual property right or other proprietary right by the Service Provider or Services; (e) claim related to the Service Provider Personnel, or (f) injury of any kind to person or damage to property resulting in any way from any act, omission, or negligence in the performance or failure to perform any obligation hereunder. These remedies are in addition to any other remedies available to Company at law or in equity.
7. **Limitation of Liability.** COMPANY AND ITS AFFILIATES, AS PERMITTED BY APPLICABLE LAW, WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, MULTIPLE, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFIT, REVENUE OR BUSINESS) UNDER THIS AGREEMENT, EVEN IF COMPANY AND ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE AGGREGATE LIABILITY OF COMPANY AND ITS AFFILIATES, AS PERMITTED BY APPLICABLE LAW, UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY COMPANY OR THE APPLICABLE AFFILIATE TO SERVICE PROVIDER DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE ACTS OR OMISSIONS GIVING RISE TO LIABILITY HEREUNDER.
8. **Term; Termination.**
   1. Term. The term of this Agreement will commence on the Effective Date and will continue for a period of one year (the **“Initial Term”**). Upon expiration of the Initial Term, this Agreement may be renewed on a month to month basis at Company’s sole discretion (each, a **“Renewal Term,”** collectively with the Initial Term, the **“Term”)** if Company provides Service Provider with written notice of its intent to renew the Agreement prior to the expiration of the then current Term. Company may terminate this Agreement or any Statement of Work without cause and without penalty upon notice to Service Provider.
   2. Termination for Material Breach or Dissolution. Either party may terminate this Agreement immediately upon written notice to the other party in the event of a material breach by the other party if such breach continues uncured for a period of 15 days after written notice. Additionally, either party may terminate this Agreement upon 15 days’ written notice to the other party upon the occurrence of any one or more of the following: (a) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party’s debts; (b) the other party making an assignment for the benefit of creditors; or (c) the other party’s dissolution.
   3. Effect of Termination or Expiration. Upon termination or expiration of this Agreement or any Statement of Work, provided Company is satisfied with the Services and has accepted the Services as completed, Company will be liable solely for Fees accrued up to the effective date of termination or expiration. Service Provider will: (a) deliver to Company the results of Service Provider’s performance to the termination or expiration date including all works in progress; (b) refund any Fees paid in excess of this amount; and (c) return or destroy any Company Confidential Information in accordance with this Agreement.
9. **Miscellaneous.**
   1. Insurance. Without limiting Service Provider’s indemnification obligations hereunder, Service Provider will obtain and maintain appropriate insurance necessary to meet its liability obligations under this Agreement and in accordance with industry standards.
   2. Notices. All notices must be in writing. Notice will be deemed given: (a) upon receipt if delivered in person; (b) upon delivery if by an internationally recognized mail service (*e.g.*, Federal Express), overnight courier, or certified or registered mail, postage pre-paid, return receipt requested; or (c) on the date transmitted if by email. All notices will be sent to the applicable party at the address(es) set forth in the table directly below the signature line below (or as otherwise instructed in writing by such party).

* 1. Survival. The following Sections will survive any expiration or termination of this Agreement: Section 2 (Confidential Information), Section 3 (Company Property), Section 5 (Representations, Warranties and Covenants), Section 6 (Indemnification), Section 7 (Limitation of Liability), Section 8.3 (Effect of Termination or Expiration), Section 9 (Miscellaneous), and any other provision of this Agreement that contemplates a continuing obligation. All other obligations will terminate as of the effective date of the expiration or termination.
  2. Assignment and Change of Control. Service Provider may not assign any part of this Agreement without Company’s written consent. Company may assign this Agreement without notice to Service Provider for any reason at any time.
  3. Governing Law; Exclusive Venue; Consent to Jurisdiction; Waiver of Jury Trial. All proceedings arising out of or relating to this Agreement or its subject matter, including any tort claims, will be governed by California law without regard to that State’s conflict-of-laws rules, and will be litigated exclusively in the Superior Court of California, County of Los Angeles. The parties consent to personal jurisdiction in both courts.
  4. Attorneys’ Fees. In any action arising out of or relating to this Agreement or the Services, the prevailing party will be entitled to recover its reasonable attorneys’ fees and costs.
  5. Publicity and Marks. Service Provider agrees not to (a) directly or indirectly state publicly that it has executed this Agreement with Company or that it is providing any Services for Company, and (b) use the name, logo(s), or other identifying information or image of Company in any way. The parties agree that Company may use the Service Provider’s name, logo(s), or other identifying information or image for any purpose.
  6. Entire Agreement and Other Miscellaneous. This Agreement does not establish any agency, partnership, or joint venture between the parties. Neither party will be deemed to have waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. If any provision of this Agreement is held to be contrary to law, the rest of the Agreement will remain in effect. References to a section include all its subsections. The Section headings are for convenience only and will not affect how the Agreement is construed. The Agreement is to be interpreted as if jointly drafted by the parties, and no provision is to be construed against any party because such provision was drafted by that party. The words “include,” “includes,” or “including” used in this Agreement means “include, without limitation,” whether or not they are in fact followed by those words or words of a similar nature. This Agreement does not confer any benefits on any third party unless it expressly states that it does. The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument. This Agreement, along with any other statements of work, and/or order forms sets forth the entire understanding and agreement of the parties and supersedes all other agreements between the parties relating to its subject matter and/or the Services. Any amendment must be in writing, signed by authorized signatories of both parties, and expressly state that it is amending the Agreement. If there is a conflict between this Agreement and a Statement of Work, the Agreement will prevail unless the Statement of Work expressly provides that it will override any specific provision of this Agreement.

BY PLACING THEIR AUTHORIZED SIGNATURES BELOW, BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

FASHION NOVA, LLC. [INSERT LEGAL ENTITY NAME]

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Fashion Nova, LLC.  2801 E 46th St, Vernon, CA 90058  Business Notices: Email: \_\_\_\_\_\_\_\_\_\_\_\_.  Legal notices, with a copy to:  [legal@fashionnova.com](mailto:legal@fashionnova.com) – Attn: General Counsel | If to Service Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  Email: [insert]. |

**EXHIBIT A**

**STATEMENT OF WORK #\_\_**

This Statement of Work (**“SOW”**) to the Master Services Agreement dated \_\_\_\_\_\_\_\_\_\_\_ entered into by and between the service provider specified in the signature block below (**“Service Provider”**) and Fashion Nova, LLC. (**“Company”**) (the **“Agreement”**) is effective as of the last signature date below (the **“SOW Effective Date”**). All different and additional terms contained in this SOW are applicable solely to this Statement of Work and will not be applicable to any other Statement of Work entered into between the parties unless expressly stated otherwise in writing. This SOW is governed by the Agreement and is, upon execution by the parties, incorporated therein by reference. Capitalized terms used but not defined herein will have the respective meanings set forth in the Agreement.

1. **Scope and nature of the Services**. Service Provider will perform the following Services for Company in accordance with the requirements and due dates specified below. If no due dates are specified, then the Services will be completed as soon as possible and in accordance with Company’s requirements that may be provided during Service Provider’s performance of the Services. Services will not be considered completed and delivered until Company has accepted the completion of such Services in writing via e-mail.

**Services:** [Insert description of services]

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverables** | **Due Date** | **Specifications** | **Acceptance Criteria** |
|  |  |  |  |
|  |  |  |  |

1. **Term**. The Services will be performed as of the SOW Effective Date and will continue until all Services are completed and accepted by Company (“**SOW Term**”) or unless earlier terminated by the terms of the Agreement.
2. **Payment of Service Fees and Service Expenses**.
   1. Deliverable Based Fixed Fees. Service Provider may only issue invoices to Company for the Fees identified in the table below once the Deliverables are accepted by Company. This SOW is inclusive of all professional fees and expenses and Company is not responsible for payment of any amount in excess of the Fees identified below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Services** | **Hourly Rate (if applicable)** | **Due Date** | **Fee** |
|  |  |  | $0.00 |
|  |  |  | $0.00 |
| **Total Fees** | | | **$0.00** |

1. **Designated Persons**.
   1. Service Provider Representative: [Insert Name]
   2. Company Representative: [Insert Name]

IN WITNESS WHEREOF, THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HAVE EXECUTED THIS SOW AS OF THE SOW EFFECTIVE DATE.

|  |  |
| --- | --- |
| FASHION NOVA, LLC.  By:   Print Name:   Title:   Date: | [SERVICE PROVIDER NAME]  By:   Print Name:   Title:   Date: |