

**SENIOR SECURED CREDIT FACILITIES**

**AMENDED AND RESTATED CREDIT AGREEMENT**

dated as of June 2, 2021,

**among**

**STITCH FIX, INC.,**

**as the Borrower,**

**THE SEVERAL LENDERS FROM TIME TO TIME PARTY HERETO,**

**and**

**SILICON VALLEY BANK,**

**as Administrative Agent, Issuing Lender and Swingline Lender**

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## Table of Contents

Page

<b><u>SECTION 1 DEFINITIONS</u></b>	2
<b><u>1.1 Defined Terms</u></b>	2
<b><u>1.2 Other Definitional Provisions.</u></b>	41
<b><u>1.3 Rounding</u></b>	41
<b><u>1.4 Limited Condition Acquisitions</u></b>	41
<b><u>SECTION 2 AMOUNT AND TERMS OF COMMITMENTS</u></b>	43
<b><u>2.1 [Reserved]</u></b>	43
<b><u>2.2 [Reserved]</u></b>	43
<b><u>2.3 [Reserved]</u></b>	43
<b><u>2.4 Revolving Commitments.</u></b>	43
<b><u>2.5 Procedure for Revolving Loan Borrowing</u></b>	44
<b><u>2.6 Swingline Commitment</u></b>	44
<b><u>2.7 Procedure for Swingline Borrowing; Refunding of Swingline Loans.</u></b>	45
<b><u>2.8 Overadvances</u></b>	46
<b><u>2.9 Fees.</u></b>	46
<b><u>2.10 Termination or Reduction of Revolving Commitments; Prepayments.</u></b>	47
<b><u>2.11 [Reserved].</u></b>	48
<b><u>2.12 [Reserved].</u></b>	48
<b><u>2.13 Conversion and Continuation Options.</u></b>	48
<b><u>2.14 Limitations on Eurodollar Tranches</u></b>	48
<b><u>2.15 Interest Rates and Payment Dates.</u></b>	48
<b><u>2.16 Computation of Interest and Fees.</u></b>	49
<b><u>2.17 Inability to Determine Interest Rate</u></b>	49
<b><u>2.18 Pro Rata Treatment and Payments.</u></b>	51
<b><u>2.19 Illegality; Requirements of Law.</u></b>	54
<b><u>2.20 Taxes.</u></b>	56
<b><u>2.21 Indemnity</u></b>	59
<b><u>2.22 Change of Lending Office</u></b>	60
<b><u>2.23 Substitution of Lenders</u></b>	60
<b><u>2.24 Defaulting Lenders.</u></b>	61
<b><u>2.25 Joint and Several Liability of the Borrowers.</u></b>	65
<b><u>2.26 Notes</u></b>	67
<b><u>2.27 Incremental Facility.</u></b>	67
<b><u>SECTION 3 LETTERS OF CREDIT</u></b>	69
<b><u>3.1 L/C Commitment.</u></b>	69
<b><u>3.2 Procedure for Issuance of Letters of Credit</u></b>	71
<b><u>3.3 Fees and Other Charges.</u></b>	71
<b><u>3.4 L/C Participations; Existing Letters of Credit.</u></b>	72

**Table of Contents**  
(continued)

**Page**

<b><u>3.5 Reimbursement.</u></b>	72
<b><u>3.6 Obligations Absolute</u></b>	73
<b><u>3.7 Letter of Credit Payments</u></b>	74
<b><u>3.8 Applications</u></b>	74
<b><u>3.9 Interim Interest</u></b>	74
<b><u>3.10 Cash Collateral.</u></b>	74
<b><u>3.11 Additional Issuing Lenders</u></b>	75
<b><u>3.12 Resignation of the Issuing Lender</u></b>	75
<b><u>3.13 Applicability of UCP and ISP</u></b>	75
<b><u>SECTION 4 REPRESENTATIONS AND WARRANTIES</u></b>	76
<b><u>4.1 Financial Condition.</u></b>	76
<b><u>4.2 No Change</u></b>	76
<b><u>4.3 Existence; Compliance with Law</u></b>	76
<b><u>4.4 Power, Authorization; Enforceable Obligations</u></b>	77
<b><u>4.5 No Legal Bar</u></b>	77
<b><u>4.6 Litigation</u></b>	77
<b><u>4.7 No Default</u></b>	77
<b><u>4.8 Ownership of Property; Liens; Investments</u></b>	78
<b><u>4.9 Intellectual Property</u></b>	78
<b><u>4.10 Taxes</u></b>	78
<b><u>4.11 Federal Regulations</u></b>	78
<b><u>4.12 Labor Matters</u></b>	78
<b><u>4.13 ERISA</u></b>	79
<b><u>4.14 Investment Company Act; Other Regulations</u></b>	80
<b><u>4.15 Subsidiaries</u></b>	80
<b><u>4.16 Use of Proceeds</u></b>	80
<b><u>4.17 Environmental Matters</u></b>	80
<b><u>4.18 Accuracy of Information, etc.</u></b>	80
<b><u>4.19 Security Documents.</u></b>	81
<b><u>4.20 Solvency; Voidable Transaction</u></b>	81
<b><u>4.21 Regulation H</u></b>	82
<b><u>4.22 Designated Senior Indebtedness</u></b>	82
<b><u>4.23 [Reserved]</u></b>	82
<b><u>4.24 Insurance</u></b>	82
<b><u>4.25 No Casualty</u></b>	82
<b><u>4.26 [Reserved].</u></b>	83
<b><u>4.27 [Reserved].</u></b>	83
<b><u>4.28 OFAC</u></b>	83

**Table of Contents**  
(continued)

**Page**

<b><u>4.29 Anti-Corruption Laws</u></b>	83
<b><u>SECTION 5 CONDITIONS PRECEDENT</u></b>	83
<b><u>5.1 Conditions to Initial Extension of Credit</u></b>	83
<b><u>5.2 Conditions to Each Extension of Credit</u></b>	86
<b><u>5.3 Post-Closing Obligations</u></b>	87
<b><u>SECTION 6 AFFIRMATIVE COVENANTS</u></b>	87
<b><u>6.1 Financial Statements</u></b>	87
<b><u>6.2 Certificates; Reports; Other Information</u></b>	88
<b><u>6.3 [Reserved].</u></b>	89
<b><u>6.4 Payment of Obligations</u></b>	89
<b><u>6.5 Maintenance of Existence; Compliance</u></b>	89
<b><u>6.6 Maintenance of Property; Insurance</u></b>	90
<b><u>6.7 Books and Records; Discussions</u></b>	90
<b><u>6.8 Notices</u></b>	90
<b><u>6.9 Environmental Laws.</u></b>	91
<b><u>6.10 Operating Accounts</u></b>	91
<b><u>6.11 Audits</u></b>	92
<b><u>6.12 Additional Collateral, Etc.</u></b>	92
<b><u>6.13 Use of Proceeds</u></b>	94
<b><u>6.14 Designated Senior Indebtedness</u></b>	94
<b><u>6.15 Anti-Corruption Laws</u></b>	94
<b><u>6.16 Further Assurances</u></b>	94
<b><u>SECTION 7 NEGATIVE COVENANTS</u></b>	94
<b><u>7.1 Financial Condition Covenants.</u></b>	95
<b><u>7.2 Indebtedness</u></b>	95
<b><u>7.3 Liens</u></b>	95
<b><u>7.4 Fundamental Changes</u></b>	99
<b><u>7.5 Disposition of Property</u></b>	99
<b><u>7.6 Restricted Payments</u></b>	100
<b><u>7.7 [Reserved]</u></b>	102
<b><u>7.8 Investments</u></b>	102
<b><u>7.9 ERISA</u></b>	105
<b><u>7.10 Optional Payments and Modifications of Certain Preferred Stock</u></b>	105
<b><u>7.11 Transactions with Affiliates</u></b>	106
<b><u>7.12 Sale Leaseback Transactions</u></b>	106
<b><u>7.13 Swap Agreements</u></b>	106
<b><u>7.14 Accounting Changes</u></b>	106
<b><u>7.15 Negative Pledge Clauses</u></b>	106

**Table of Contents**  
(continued)

**Page**



<b><u>7.16</u></b>	<b><u>Clauses Restricting Subsidiary Distributions</u></b>	106
<b><u>7.17</u></b>	<b><u>Lines of Business</u></b>	107
<b><u>7.18</u></b>	<b><u>Designation of other Indebtedness</u></b>	107
<b><u>7.19</u></b>	<b><u>[Reserved]</u></b>	107
<b><u>7.20</u></b>	<b><u>Amendments to Operating Documents and Material Contracts</u></b>	107
<b><u>7.21</u></b>	<b><u>Use of Proceeds</u></b>	107
<b><u>7.22</u></b>	<b><u>Subordinated Indebtedness; Permitted Convertible Indebtedness.</u></b>	108
<b><u>7.23</u></b>	<b><u>Anti-Terrorism Laws</u></b>	108
	<b><u>SECTION 8 EVENTS OF DEFAULT</u></b>	109
<b><u>8.1</u></b>	<b><u>Events of Default</u></b>	109
<b><u>8.2</u></b>	<b><u>Remedies Upon Event of Default</u></b>	112
<b><u>8.3</u></b>	<b><u>Application of Funds</u></b>	113
	<b><u>SECTION 9 THE ADMINISTRATIVE AGENT</u></b>	114
<b><u>9.1</u></b>	<b><u>Appointment and Authority.</u></b>	114
<b><u>9.2</u></b>	<b><u>Delegation of Duties</u></b>	115
<b><u>9.3</u></b>	<b><u>Exculpatory Provisions</u></b>	115
<b><u>9.4</u></b>	<b><u>Reliance by Administrative Agent</u></b>	116
<b><u>9.5</u></b>	<b><u>Notice of Default</u></b>	117
<b><u>9.6</u></b>	<b><u>Non-Reliance on Administrative Agent and Other Lenders</u></b>	117
<b><u>9.7</u></b>	<b><u>Indemnification</u></b>	117
<b><u>9.8</u></b>	<b><u>Agent in Its Individual Capacity</u></b>	118
<b><u>9.9</u></b>	<b><u>Successor Administrative Agent.</u></b>	118
<b><u>9.10</u></b>	<b><u>Collateral and Guaranty Matters</u></b>	119
<b><u>9.11</u></b>	<b><u>Administrative Agent May File Proofs of Claim</u></b>	120
<b><u>9.12</u></b>	<b><u>Certain ERISA Matters</u></b>	121
<b><u>9.13</u></b>	<b><u>Cash Management Bank and Qualified Counterparty Reports</u></b>	122
<b><u>9.14</u></b>	<b><u>Erroneous Payments</u></b>	122
<b><u>9.15</u></b>	<b><u>Survival</u></b>	125
	<b><u>SECTION 10 MISCELLANEOUS</u></b>	125
<b><u>10.1</u></b>	<b><u>Amendments and Waivers.</u></b>	125
<b><u>10.2</u></b>	<b><u>Notices</u></b>	127
<b><u>10.3</u></b>	<b><u>No Waiver; Cumulative Remedies</u></b>	129
<b><u>10.4</u></b>	<b><u>Survival of Representations and Warranties</u></b>	129
<b><u>10.5</u></b>	<b><u>Expenses; Indemnity; Damage Waiver.</u></b>	129
<b><u>10.6</u></b>	<b><u>Successors and Assigns; Participations and Assignments.</u></b>	131
<b><u>10.7</u></b>	<b><u>Adjustments; Set-off.</u></b>	135
<b><u>10.8</u></b>	<b><u>Payments Set Aside</u></b>	136
<b><u>10.9</u></b>	<b><u>Interest Rate Limitation</u></b>	136

**Table of Contents**  
(continued)

**Page**

<b><u>10.10 Counterparts; Electronic Execution of Assignments.</u></b>	136
<b><u>10.11 Severability</u></b>	137
<b><u>10.12 Integration</u></b>	137
<b><u>10.13 GOVERNING LAW</u></b>	137
<b><u>10.14 Submission to Jurisdiction; Waivers</u></b>	137
<b><u>10.15 Acknowledgements</u></b>	138
<b><u>10.16 Releases of Guarantees and Liens.</u></b>	139
<b><u>10.17 Treatment of Certain Information; Confidentiality</u></b>	139
<b><u>10.18 Automatic Debits</u></b>	140
<b><u>10.19 Judgment Currency</u></b>	141
<b><u>10.20 Patriot Act; Other Regulations</u></b>	141
<b><u>10.21 Acknowledgement and Consent to Bail-In of EEA Financial Institutions</u></b>	141
<b><u>10.22 Acknowledgement Regarding Any Supported QFCs</u></b>	142
<b><u>10.23 Amendment and Restatement of Existing Credit Agreement; Acknowledgment of Prior Obligations; No Novation</u></b>	143

**Table of Contents**  
(continued)

**SCHEDULES**

Schedule 1.1A:	Commitments
Schedule 1.1B:	Existing Letters of Credit
Schedule 4.4:	Governmental Approvals, Consents, Authorizations, Filings and Notices
Schedule 4.13:	Pension Plans
Schedule 4.15:	Subsidiaries
Schedule 4.17:	Environmental Matters
Schedule 4.19(a):	Financing Statements and Other Filings
Schedule 7.2(d):	Existing Indebtedness
Schedule 7.3(f):	Existing Liens
Schedule 7.8(e):	Existing Investments

**EXHIBITS**

Exhibit A:	[Reserved]
Exhibit B:	Form of Compliance Certificate
Exhibit C:	Form of Secretary's/Managing Member's Certificate
Exhibit D:	Form of Solvency Certificate
Exhibit E:	Form of Assignment and Assumption
Exhibits F-1 – F-4:	Forms of U.S. Tax Compliance Certificate
Exhibit G:	[Reserved]
Exhibit H-1:	Form of Revolving Loan Note
Exhibit H-2:	Form of Swingline Loan Note
Exhibit I:	[Reserved]
Exhibit J:	Form of Collateral Information Certificate
Exhibit K:	Form of Notice of Borrowing
Exhibit L:	Form of Notice of Conversion/Continuation

## AMENDED AND RESTATED CREDIT AGREEMENT

**THIS AMENDED AND RESTATED CREDIT AGREEMENT** (this “*Agreement*”), dated as of June 2, 2021, is entered into by and among **STITCH FIX, INC.**, a Delaware corporation (the “*Borrower*”), the several banks and other financial institutions or entities from time to time party to this Agreement (each a “*Lender*” and, collectively, the “*Lenders*”), **SILICON VALLEY BANK (“SVB”)**, as the Issuing Lender and the Swingline Lender, and **SVB**, as administrative agent and collateral agent for the Lenders (in such capacities, together with any successors and assigns in such capacities, the “*Administrative Agent*”).

### RECITALS:

**WHEREAS**, the Borrower is a party to that certain Credit Agreement, originally dated as of June 3, 2020 (as amended, restated or otherwise modified prior to date hereof, the “*Existing Credit Agreement*”), among the Borrower, the lenders party thereto, and the Administrative Agent, pursuant to which the lenders, the issuing lenders party thereto and the swingline lender party thereto have made available to the Borrower certain extensions of credit;

**WHEREAS**, the Borrower, the Lenders, the Administrative Agent and the other parties hereto have agreed to enter into this Agreement in order to (a) amend and restate the Existing Credit Agreement in its entirety and (b) set forth the terms and conditions under which the Lenders will from time to time make loans and extend other financial accommodations to the Borrower, as set forth below;

**WHEREAS**, the Lenders have agreed to extend a revolving credit facility to the Borrower, upon the terms and conditions specified in this Agreement, in an aggregate principal amount not to exceed \$100,000,000, including a letter of credit sub-facility in the aggregate availability amount of \$30,000,000 (as a sublimit of the revolving loan facility), and a swingline sub-facility in the aggregate availability amount of \$50,000,000 (as a sublimit of the revolving loan facility);

**WHEREAS**, the Borrower has agreed to secure all of its Obligations by granting to the Administrative Agent, for the benefit of the Secured Parties, a first priority lien on substantially all of its assets; and

**WHEREAS**, each of the Guarantors has agreed to guarantee the Obligations of the Borrower and to secure its respective Obligations in respect of such guarantee by granting to the Administrative Agent, for the benefit of the Secured Parties, a first priority lien on substantially all of its assets.

**NOW, THEREFORE**, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree that the Existing Credit Agreement shall be amended and restated in its entirety to read as follows (it being agreed that this Agreement shall not be deemed to evidence or result in a novation or repayment and reborrowing of the Obligations under, and as defined in, the Existing Credit Agreement):

## SECTION 1 DEFINITIONS

**1.1 Defined Terms.** As used in this Agreement (including the recitals hereof), the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

**“ABR”**: for any day, a rate per annum equal to the highest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect for such day plus 0.50%, and (c) Eurodollar Rate plus 1.00%. Any change in the ABR due to a change in any of the Prime Rate, the Federal Funds Effective Rate or the Eurodollar Rate, as the case may be, shall be effective as of the opening of business on the effective day of the change in such rates.

**“ABR Loans”**: Loans, the rate of interest applicable to which is based upon the ABR.

**“Account Debtor”**: any Person who may become obligated to any Person under, with respect to, or on account of, an Account, chattel paper or general intangibles (including a payment intangible). Unless otherwise stated, the term “Account Debtor,” when used herein, shall mean an Account Debtor in respect of an Account of a Group Member.

**“Accounts”**: all “accounts” (as defined in the UCC) of a Person, including, without limitation, accounts, accounts receivable, monies due or to become due and obligations in any form (whether arising in connection with contracts, contract rights, instruments, general intangibles, or chattel paper), in each case whether arising out of goods sold or services rendered or from any other transaction and whether or not earned by performance, now or hereafter in existence, and all documents of title or other documents representing any of the foregoing, and all collateral security and guaranties of any kind, now or hereafter in existence, given by any Person with respect to any of the foregoing. Unless otherwise stated, the term “Account,” when used herein, shall mean an Account of a Group Member.

**“Adjusted Current Ratio”**: for any date of determination, the ratio of Current Assets to Current Liabilities.

**“Administrative Agent”**: SVB, as the administrative agent under this Agreement and the other Loan Documents, together with any of its successors in such capacity.

**“Affected Financial Institution”**: (a) any EEA Financial Institution or (b) any UK Financial Institution.

**“Affected Lender”**: as defined in Section 2.23.

**“Affiliate”**: with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified; provided that, neither the Administrative Agent nor the Lenders shall be deemed Affiliates of the Loan Parties as a result of the exercise of their rights and remedies under the Loan Documents.

**“Agent Parties”**: as defined in Section 10.2(c)(ii).

**“Aggregate Exposure”**: with respect to any Lender at any time, an amount equal to the sum of (a) the amount of such Lender’s Revolving Commitment then in effect or, if the Revolving Commitments have been terminated, the amount of such Lender’s Revolving Extensions of Credit then outstanding, and

(b) without duplication of clause (a), the L/C Commitment of such Lender then in effect (as a sublimit of the Revolving Commitment of such Lender).

**“Aggregate Exposure Percentage”**: with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender’s Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time.

**“Agreement”**: as defined in the preamble hereto.

**“Applicable Margin”**: with respect to (a) Eurodollar Loans is 2.25% and (b) ABR Loans is 1.25%.

**“Applicable Time”**: with respect to any Revolving Extensions of Credit, the local time in the place of settlement as may be determined by the Administrative Agent or the Issuing Lender, as the case may be, to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of payment.

**“Application”**: an application, in such form as the Issuing Lender may specify from time to time, requesting the Issuing Lender to issue a Letter of Credit.

**“Approved Fund”**: any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender, or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

**“Assignment and Assumption”**: an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.6), and accepted by the Administrative Agent, in substantially the form of Exhibit E or any other form approved by the Administrative Agent.

**“Available Revolving Commitment”**: at any time, an amount equal to (a) the Total Revolving Commitments in effect at such time, minus (b) the aggregate undrawn amount of all outstanding Letters of Credit at such time, minus (c) the aggregate amount of all L/C Disbursements that have not yet been reimbursed or converted into Revolving Loans at such time, minus (d) the aggregate principal balance of any Revolving Loans outstanding at such time.

**“Available Revolving Increase Amount”**: as of any date of determination, an amount equal to the result of (a) \$150,000,000 minus (b) the aggregate principal amount of Increases to the Revolving Commitments previously made pursuant to Section 2.27 after the Closing Date.

**“Available Tenor”**: as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of Interest Period pursuant to Section 2.17(b)(iv).

**“Bail-In Action”**: the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

**“Bail-In Legislation”**: (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the

implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other Insolvency Proceedings).

**“Bankruptcy Code”**: Title 11 of the United States Code entitled “Bankruptcy.”

**“Benchmark”**: initially, USD LIBOR; provided that if a Benchmark Transition Event, a Term SOFR Transition Event, or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to USD LIBOR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.17(b)(i).

**“Benchmark Replacement”**: (a) for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

- i) the sum of: (1) Term SOFR and (2) the related Benchmark Replacement Adjustment;
- i) the sum of: (1) Daily Simple SOFR and (2) the related Benchmark Replacement Adjustment;
- i) the sum of: (1) the alternate benchmark rate that has been selected by the Administrative Agent and Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (x) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (y) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (2) the related Benchmark Replacement Adjustment;

provided that, in the case of clause (i), such Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion.

- (b) With respect to any Term SOFR Transition Event, the sum of: (1) Term SOFR and (2) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

**“Benchmark Replacement Adjustment”**: with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement:

- (a) for purposes of clauses (a) and (b) of the definition of “Benchmark Replacement,” the first alternative set forth in the order below that can be determined by the Administrative Agent: