

# YOOX NET-A-PORTER GROUP

## MARKETPLACE AGREEMENT

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## **MARKETPLACE AGREEMENT**

By registering to sell on the Website (as defined below), You as a legal entity, and any company on behalf of which you are registering, (together referred to herein as “**Seller**” or “**You**”) agree to be bound by these YOOX marketplace terms and conditions (collectively, with Annexes A, B, C, D, E, F, G, H and I the “**Marketplace Agreement**”), which are entered into and between YOOX NET-A-PORTER GROUP S.p.A. company with sole shareholder subject to direction and coordination of Compagnie Financière Richemont S.A., with registered office in Italy at via Morimondo 17, Milan 20143, business register number, tax code and VAT number 02050461207, fully paid share capital of EUR 1,384,207.41. (“**YOOX**” or “**yoox.com**”) and the Seller (each, a “**Party**” and collectively, the “**Parties**”). This Marketplace Agreement is valid and effective as of the date the Seller complete its registration to the Website via the Portal (the “**Effective Date**”). The registration shall be considered as complete when the Seller’s store is officially open on the Portal as per Sections 2.2 below.

### **PREAMBLE:**

- A. Seller is in the business of selling consumer products, including, where applicable, pre-owned products (“**Products**”);
- B. YOOX provides online intermediation services to selected third party sellers, in order to allow them to offer their Products for sale through the YOOX marketplace available on the website with domain name [www.yoox.com](http://www.yoox.com) (“**Website**”) in accordance with this Marketplace Agreement;
- C. Seller desires to offer certain Products for sale through the Website; and
- D. YOOX and Seller desire to set forth in this Marketplace Agreement the terms and conditions that will govern Seller’s offer and sale of Products on the Website and the performance of the online intermediation services by YOOX and the additional services set forth under this Marketplace Agreement, including but not limited to the services set forth in Section 7.1 below (“**Services**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

### **DEFINITIONS**

For purposes of this Marketplace Agreement, capitalized terms will have the meaning specified in their contextual paragraph, or where not otherwise defined herein, will have the meanings specified below:

**"Claims(s)"** shall mean any and all foreseeable or unforeseeable and alleged or actual actions, causes of action (whether in tort, agreement or strict liability, and whether in law, equity, statutory or otherwise), claims, demands, lawsuits, legal proceedings, administrative or other proceedings or litigation at the initiative of third parties, including competent authorities.

**"Data Protection Legislation"** shall mean the (EU) Regulation no. 2016/679 ("**GDPR**") together with the applicable legislation which implements or supplements it and the other rules on the subject of personal data processing, together with the guidelines and codes of conduct, where relevant, issued in conformity with the above-mentioned Regulation and applicable legislation.

**"Intellectual Property Rights"** shall mean all intellectual property rights including without limitation copyright and related rights, trademarks, design rights, patent rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), in each case whether registered or unregistered.

**"Law"** shall mean any law, ordinance, rule, regulation, order, license, permit, judgment, decision or other requirement, now or hereafter in effect, any order issued by a public authority of competent jurisdiction or any other Law applicable to the Party, including Data Protection Legislation.

**"Losses"** shall mean any and all damages (including, without limitation, past, future, direct, indirect, economic, noneconomic, consequential, special, exemplary, incidental, and punitive), sanctions, settlement payments, disbursements, judgments, liability, losses (including lost income or profit), costs or expenses of any nature whatsoever, whether accrued, absolute, contingent or otherwise, including, without limitation, attorneys' fees and costs.

**"Monthly Plan"** shall mean a fixed fee plan, set forth on the Portal, under which Seller pays a monthly fee to list and sell Products on the Website. Such month shall commence on the day of Seller's enrollment in a plan, or upgrade to a new plan, with auto-renewal thereafter.

**"Portal"** shall mean the online interface by which Seller accesses its account, communicates with YOOX, uploads the Seller Content and Products, manages its Customer orders and other such activities related to this Marketplace Agreement.

**"Seller Content"** or **"Content"** shall mean all images, Product information and content including without limitation, the Product data and any other information requested by YOOX (i) uploaded on the Portal and/or provided by Seller to YOOX for use in connection with the Marketplace Program and (ii) otherwise made available by Seller to Customer on the Website (e.g. through Seller's distribution or hosting of such images, content or information).

**"Seller Specifications"** shall mean all information related to order fulfillment, shipping times, and merchandise returns, provided by Seller via the Portal, and relating to Seller's Products.

**"Territory"** shall mean the member states of the European Union within which the Website will operate, and the Seller is authorized to ship-to and ship-from.

**"YOOX Guidelines"** shall mean all material provided to the Seller by email, through the Portal or any other means of communication, to guide the Seller on how to operate on the Portal, including but not limited to any training material.

## **1. SUBJECT MATTER**

1.1. By entering into this Marketplace Agreement, YOOX undertakes to provide the Services in favor of the Seller and the Sellers undertakes to use the Website and offer for sale the Products through the Website in accordance with the terms and conditions described herein.

## **2. ACCEPTANCE OF YOOX'S GENERAL TERMS AND CONDITIONS OF USE AND SALE AND WEBSITE REGISTRATION PROCEDURE**

2.1. The terms of this Marketplace Agreement and related Annexes are in addition to and supplement YOOX's

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General Terms and Conditions of Use and YOOX's General Terms and Conditions of Sale posted on the yoox.com website. By entering into this Marketplace Agreement, the Seller undertakes to observe and comply with YOOX's General Terms of Use and YOOX's General Terms and Conditions of Sale. The Seller acknowledges and accepts that the sales contract between Customers and the Seller is governed by YOOX's General Terms and Conditions of Sale, published on the Website for each country of the Territory in which the Seller offers its Products for sale, and that YOOX reserves the right to change such terms and conditions at any time and in its sole discretion: in this case, the provisions of Sections 24.1 to 24.8 of this Marketplace Agreement shall apply.

2.2. After submitting a request to register to sell on the Website and prior listing of the Products offers, the Seller sends YOOX, via the Portal, a proposal outlining the categories of Products, and related brands, where applicable, that it intends to sell on the Website. YOOX reserves the right to evaluate whether the Products outlined in the proposal are in line with YOOX's commercial strategy, both in terms of quality (including as regards brands) and quantity. If YOOX accepts, even partially, the Seller's proposal, YOOX will proceed with the opening of the Seller's store and the subsequent listing of the Products on the Website. It is understood that if YOOX informs the Seller that the Products, or part of the Products, offered are not in line with its strategy, the Seller shall undertake not to offer these Products for sale on the Website throughout the Term of this Marketplace Agreement, unless otherwise agreed between the Parties. If the Seller intends to sell Products (and brands) other than those accepted, the Seller is required to give prior notice to its YOOX's contact person, including via email. This procedure aims to guarantee YOOX's Customers a diversified catalogue always in line with the latest trends.

2.3 In order to successfully list the Products on the Website, the Seller must provide, for each Product, the mandatory attributes listed in Annex D ("Mandatory Attributes") below.

2.3. YOOX publishes the identity of the Seller on the Website's specific product pages where the Seller's Products are offered for sale.

### **3. INTELLECTUAL PROPERTY RIGHTS AND LICENSES**

3.1. *License for Content.* By entering into this Marketplace Agreement, Seller grants, as well as represents and warrants that it has the right to grant to YOOX during the Term (as per Section 17.1 below) a royalty-free, non-exclusive, limited to the Territory, sublicensable, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, commercially or non-commercially exploit in anymanner, incorporate and imbed into other works, and distribute Seller Content: (a) throughout the Website, other media properties (including social media pages), and through its own affiliate marketing (with regard to this, see Section 3.5 below), or in any advertisements or promotional activities on any media, and (b) for the purposes of providing the Services and maintaining records relating to the performance of this Marketplace Agreement.

3.2. *License for Marks.* By entering into this Marketplace Agreement, Seller grants YOOX a non-exclusive, royalty-free, non-transferable license limited to the Territory, to publish, use, reproduce, distribute, transmit and display Seller's name, trademarks, service marks and logos ("**Seller's Marks**") during the Term (as per Section 17.1 below), for the purposes of providing the Services set forth in this Marketplace Agreement and/or for the purposes of utilizing the Seller Content as per Section 3.1.

3.3. *License by YOOX.* During the Term (as per Section 17.1 below), YOOX hereby grants to Seller a non-exclusive, revocable, non-transferable license to promote and sell its Products through the Website to Customers subject to the terms of this Marketplace Agreement, and (ii) use the YOOX Guidelines as per the indications provided by YOOX and solely for the purposes of operating on the Portal.

3.4. Without prejudice to Sections 3.1, 3.2 and 3.3 above, it is understood that this Marketplace Agreement does not entail any transfer of any Intellectual Property Rights from a Party to the other for the benefit of the latter.

3.5. *Affiliate programmes (so-called affiliate marketing).* Information on YOOX's affiliate programmes (so-called affiliate marketing) is provided in Annex B ("Affiliate Marketing") of this Marketplace Agreement.

### **4. PRODUCT INFORMATION AND OTHER CONTENT**

4.1. *Content.* Seller agrees and warrants that any and all Seller Content: (a) will be truthful, correct, accurate, current and not misleading (also with reference to any non-conformities and/or imperfections and/or signs or wear and tear with regards to the pre-owned Products) or otherwise deceptive and correspond to the effective condition of the Products; (b) will not infringe the Intellectual Property Rights of any third party or other third-party rights

including but not limited to any proprietary rights, image rights; (c) will not violate any Law, statute, ordinance or regulation; and/or (d) will not be defamatory, discriminatory, trade libelous, unlawfully threatening or unlawfully harassing. Seller will only provide content for Products that fit into the categories or technical parameters provided by YOOX. YOOX will not have any responsibility for or liability with respect to Seller's Content.

**4.2 Excluded Products.** Seller hereby represents and warrants that it will not list, offer or sell on the Website Products that: (a) are stolen, and/or parallel imported goods and/or counterfeit; (b) violate or infringe any third-party rights including but not limited to the Intellectual Property Rights or other proprietary rights; (c) it does not have full right and authority to sell; (d) contain any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal data; (e) violate any Law, statute, ordinance or regulation (such as those governing export control or consumer protection); (f) contain any material that is obscene, pornographic or that contains child pornography; and/or (g) contain skins from vulnerable, endangered, critically endangered, extinct in the wild species in accordance with the Appendix I of the Convention on International Trade in Endangered Species (CITES) and the International Union for Conservation of Nature (IUCN). Further, Seller notes that the Website has adhered to the international "Fur Free Retailer Program" standard promoted by the Fur Free Alliance (FFA) and that therefore, the Seller may not offer or sell Products that contain fur of animal origin. "Fur" means any animal skin or part thereof with hair or fur fibres attached thereto, either in its raw or processed state, and therefore excludes sheared materials, fleece, wool, sheepskin, leather and synthetic materials.

**4.3.** Seller acknowledges that failure to abide by the terms of this Section 4 may subject YOOX to penalties and legal liability, and that therefore YOOX may: (a) reject, remove or censor the Products listed on the Website in breach of this Section 4; (b) remove any Content from the Website that violates this Section 4 and (c) request that You remove any advertisement, posts, Product listing or other public content in any media (including without limitation websites and social media) relating to such Products or Your use of the Web Site in breach of this Section 4, in which case You shall act immediately to take down such content. In such cases, the provisions of Sections from 17.9 to 17.16 of this Marketplace Agreement shall apply.

**4.4.** Without prejudice to Section 4.3, in the event that the Seller lists, offers or sells on the Website the excluded Products described in Section 4.2., YOOX is authorised by the Seller to cancel the order, with no refund obligations towards the Seller with regards to the cancellation of such order: in this event, the procedure described in Sections from 17.6 to 17.9 of this Marketplace Agreement shall apply.

## **5. PRODUCT AUTHENTICITY AND SAFETY**

**5.1. Authenticity / Authorization / Inspection.** Seller will maintain adequate processes and procedures for conducting diligence to assure that Products are genuine, authentic, original, authorized for sale, and not stolen, counterfeit, or parallel imported goods, illegal or misbranded. Upon YOOX's request sent to the Seller via email to the address set out in Section 21.5 below, the Seller shall provide YOOX with certificates of authenticity (or similar documentation, e.g. email verifications from the brand owner or supplier) of the Products.

**5.1.1.** With specific reference to pre-owned Products, Seller shall (i) inspect all pre-owned Products for quality and authenticity checks (including rigorous anti-counterfeiting checks), in particular (but without limitation) it shall verify whether such pre-owned Products are in a condition suitable for sale, genuine and not counterfeit or parallel imported goods; and (ii) carry on all the necessary professional cleaning of the pre-owned Products, for their subsequent sale on the Website. Furthermore, Supplier assumes full responsibility for any authenticity issues and for any issues relating to the quality of the Products insofar as the effective quality of the Products does not correspond to the quality description provided by the Seller to the Customers.

**5.2. Safety, Testing and Certification.** Seller will comply with, and ensure that all Products comply with product, health, safety, testing and certification requirements under applicable Law, including without limitation, the European General Product Safety Directive ("GPSD", Directive 2001/95/EC), including any amendments to directives, acts, or decrees entered into force. Seller will obtain copies of GCCs (General Conformity Certificate) from its suppliers or manufacturers for all Products for which a GCC is required under applicable Law. Seller will promptly notify YOOX via email at YOOX's address set out in Section 21.5 below, of all warnings, disclaimers or any other similar notices required by applicable Laws to be posted with respect to Products.

**5.3. Certifications.** Upon request sent by YOOX to the Seller by email, the Seller shall provide YOOX, within two (2) days, at YOOX's address set out in Section 21.5 below, a written certification stating that the Seller has complied

with any of Seller's obligations under this Marketplace Agreement, including, for example and without limitation, compliance with consumer product safety laws, authenticity of Products, or restrictions on use of Transaction Information.

5.4. *Recalled Products; Defective Products.* Seller will immediately notify YOOX - via email to the address set out Section 21.5 below - of any recalls affecting the Products it has listed on the Website. Notwithstanding the foregoing, the Seller is responsible for all defective or recalled Products, including any costs associated with recalls of its Products and all liability related to its Products (regardless of whether such Products are defective), and will bear all costs, including costs reasonably incurred by YOOX, associated in notifying Customers and handling such recalls of the Seller's Products.

## **6. FEES AND COMMISSIONS**

6.1. *Commission Fees.* When the Seller sells a Product through the Website, YOOX shall earn a commission fee equal to a certain percentage of Sales Proceeds ("**Commission Fee**"). "**Sales Proceeds**" shall mean the gross sales proceeds from the sale of the Products, including all shipping, and any applicable taxes, net of any refunds as per Section 8.2.1. The Commission Fee and the Monthly Plan – previously agreed upon by the Parties - will be available in the Seller's rate card - accessible through the Portal. The Seller acknowledges and agrees that the Commission Fee and the Monthly Plan may be modified, at YOOX's discretion and at any time: in this case, the provisions of Sections 24.1 to 24.8 of this Marketplace Agreement shall apply.

6.2. *Seller Payment.* Commission Fee owed to YOOX will be deducted from the amounts received from Customers for the purchase of Seller's Products through the Website (such resulting amount, "**Seller Payment**"). On the lapse of twenty-one (21) days from the shipping of the Product in accordance with Section 7.5(b) below and on a three times per month basis, YOOX shall pay to the Seller the owed Seller Payment associated with amounts received by YOOX from purchases previously made from and fulfilled by You through the Website, net of any potential refunds as per Section 8.2.1. Seller Payments shall be made to the bank account designated by You to receive payment or in such other manner agreed between the Parties such as by wire transfer.

6.3. All Commission Fee and any other fee to be paid under this Marketplace Agreement are exclusive of VAT and any indirect tax, which shall be accounted for and paid by the Seller, as required by, and in accordance with relevant legislation applicable in the Territory.

## **7. PURCHASE/ORDER PROCESSING, FULFILLMENT AND SHIPPING**

7.1. *Orders.* The sale contract relating to the Products offered for sale on the Website are concluded exclusively between the Seller and the final customer (each a "**Customer**" and together "**Customers**"). Customers will conclude the orders using the Website checkout system available on the Website and YOOX will collect all proceeds from such transactions, including selling price and shipping fees, including applicable taxes provided by the Seller. Upon successful completion of YOOX's standard anti-fraud checks, YOOX will transmit to Seller the order information via the tools available on the Website (i.e. Customer name, shipping address and phone number) ("**Transaction Information**"). Seller needs to fulfill each order it has confirmed and ship the Product(s) to Customers as well as provide customer service in accordance with the Seller Specifications, the Law and YOOX's General Terms and Conditions of Sale. YOOX will send an automated email message to each Customer confirming receipt of an order.

7.2. *Overdue Orders.* YOOX is explicitly authorized by the Seller to perform checks on the orders and their fulfilment in order to ensure that they are accepted and fulfilled by the Seller as per Seller Specifications. In the event of deviation from the Seller Specifications, YOOX is expressly authorised by the Seller to cancel the order (cfr. Annex E) and refund the amount paid to the Customer. The amounts refunded to Customers will be deducted from the amounts due to You as per Section 6.2 above. In such case, the Seller shall be entitled to submit a complaint to YOOX as per Section 21 below. It is Seller's responsibility to monitor all orders and ensure all shipments are made within the timeframes indicated in the Seller Specifications.

7.3. *Risk of Loss and Fraud.*

7.3.1. Unless otherwise provided for under Section 7.3.2., the Seller shall bear all risk of loss, fraud, and chargeback. In the event that YOOX receives a chargeback and/or dispute notification from Customer's issuing bank, YOOX will promptly send a communication to the Seller via e-mail and/or through the Portal ("Chargeback Notice").

7.3.1.1. For the purposes of attempting the defense of the dispute/chargeback, the Seller is required to provide YOOX will all the necessary order information requested by YOOX in the Chargeback Notice, which shall include but is not limited to, the order receipt notice and/or the invoice, within 48 hours from the request. Should the Seller not satisfy YOOX's request or should the dispute not reach a positive conclusion, YOOX shall offset the chargeback and all related costs with amounts otherwise owed to the Seller. Alternatively, YOOX shall send an invoice to the Seller, which the Seller shall pay within thirty (30) days from its receipt.

7.3.1.2. If the order has not yet been shipped by the Seller or if it is still in transit, it is the responsibility of the Seller to immediately stop the parcel delivery and/or to recall the parcel for the retrieval of the Product(s) upon receipt of the Chargeback Notice by YOOX. The Seller acknowledges and agrees that, since the Seller is the sole responsible for organizing and handling the shipment and transportation of the orders, YOOX will offset the chargeback and all related costs with amounts otherwise owed to the Seller even if the latter was, for any reason, unable to stop the delivery and/or retrieve the package upon receipt of the Chargeback Notice.

7.3.2. As a partial exception to the provisions of Section 7.3.1., YOOX shall bear the chargeback risk due to electronic payment fraud in relation to orders, on the condition that: i) the Seller has sent the Products to the delivery address indicated in the Transaction Information supplied by YOOX; and ii) the Seller shall provide to YOOX all the necessary order information requested in the Chargeback Notice, which shall include but is not limited to, the order receipt notice and/or the invoice, within 48 hours from YOOX's request, where requested by YOOX for the purposes of disputing the chargeback. Should the Seller not satisfy the conditions set out under points i) and ii), YOOX shall offset the chargeback and all related costs with amounts otherwise owed to the Seller. Alternatively, YOOX shall send to the Seller an invoice, which the Seller shall pay within thirty (30) days from its receipt.

7.4. *Fulfillment of Orders.* (a) In the event that the Seller accepts the order transmitted by YOOX, Seller will at its own expense, be solely responsible for, and bear all liability for, the fulfillment of the order, including without limitation, packaging and shipping of Products in compliance with the Seller Specifications, YOOX Guidelines and applicable Law, securing the services of and payment of any freight forwarder or customs broker service charges (as may be required for any particular shipment), import or export duties or taxes (as applicable), and customer service. Seller agrees that legal ownership and all risk of loss of the Products remains with Seller until the Customer physically receives the Product from Seller. If Seller cannot fulfill the entire quantity of an order line in an order, then the Seller will cancel that order line, fulfill all other lines in the order. (b) Seller will ship only the Product purchased by the Customer through the Website and will not include any additional products, materials or information not purchased by the Customer, other than those materials included in all shipments sold by Seller (i.e. Product invoice and return slip).

7.5. *Shipping.* (a) Seller is responsible for properly specifying shipping options, in accordance with the Territory, for all Products uploaded through the Seller interface on the Website and for properly handling all returns, including without limitation, those for Products that have unique requirements for shipping and return handling, including without limitation, hazmat or perishable Products to the extent such Products are permitted to be sold on the Website. Seller will provide YOOX with the shipping fees, for each Product, separate from the purchase price. Seller will accept payments from Website based on the shipping fees specified by the Seller as full payment for the shipping of such Products to the Customer.

(b) Following the Seller's order acceptance, Seller will ship items ordered by Customers by placing the ordered items into the custody of the appropriate shipping agency or freight forwarder within the relevant timeframe specified by the Seller on the Portal following notification of the order. To ensure that YOOX can carry out payment and refund activities towards Customers, delegated to YOOX by the Seller, the Seller will provide notice of shipment to YOOX through the Seller interface on the Website, and Seller hereby represents and warrants that it will only provide notification of shipment following actual shipment of the Product. YOOX will then send an automated email to each Customer to confirm the shipment of the order.

(c) It is forbidden to the Seller to ship-from and ship-to any country outside the Territory. Any violation of this subsection (c) will entitle YOOX to immediately suspend or cancel the Seller's account as per and according to the procedure set forth in Section 17 below.

## **8. CANCELLATIONS, RETURNS AND REFUNDS**

8.1. *Responsibilities.* Seller is responsible for processing all Customer cancellations, returns and refunds in accordance with the Law. The Seller will provide YOOX with its customer return and refund policies ("**Customer Service Policies**"). To ensure that the Seller provides the very best return and refund terms and conditions to Customers, and to make the Website competitive as compared to other marketplaces in this respect, Seller's Customer Service Policies for Products sold through the Website will be no less favorable to Customers than

Seller's most favorable policies offered on Seller's own Site or on other marketplaces for such Products. If Seller does not provide such Customer Service Policies to YOOX prior to the Effective Date, then Seller shall be deemed to have adopted YOOX's standard customer service policies as may be adopted and/or revised from time to time. Seller shall notify YOOX of any material changes to Seller's Customer Service Policies at least fourteen (14) days prior to Seller's implementation of such changes, provided, however, that any such changes shall not be effective with respect to orders until the revised Seller Customer Service Policy has been posted to the Website.

## 8.2. Refunds.

8.2.1. If Seller determines a Customer is due a refund, Seller will notify YOOX via the Portal and include other related information requested by YOOX for the purpose of carrying out the necessary payment and refund activities. YOOX will provide the refund to the Customer via the Customer's original payment method (e.g. Customer's credit card) if possible and YOOX will refund to Seller the amount of the Commission Fee attributable to the amount of the Customer refund (excluding any refunded taxes).

8.2.2. *Forced reimbursement.* In order to ensure a high quality service to the Customers and to preserve YOOX's reputation, the Seller instructs and authorises YOOX to withhold payment of the amounts due to You or to return any amounts to the Customer on behalf of the Seller, in the event of a proven breach of this Marketplace Agreement by the Seller and/or in the event of justified complaints by the Customer regarding the Products or the Seller's logistics services, when the Seller and the Customer cannot reach an agreement within five (5) days, or the Seller does not respond to such complaint within 5 days. Before proceeding with the refund, YOOX shall inform the Seller via email and/or through the Portal and shall perform all necessary and reasonable checks to preserve the Seller's interests. The amounts refunded to Customers are deducted from the amounts owed to You as per Section 6.2 above. In such case, the Seller shall be entitled to submit a complaint to YOOX as per Section 21 below.

## 9. USE OF THE PORTAL

9.1. YOOX will provide Seller with access to the Portal for Seller to list the Products and facilitate the sale of Seller's Products. The Seller shall use the Portal solely for the purpose of performing the activities related to this Marketplace Agreement and in accordance with the technical instructions and/or user manuals provided by YOOX.

## 10. DATA PROTECTION

10.1. The purpose of this Section 10 is to regulate the terms concerning the Processing of Personal Data between the Parties in connection with the activities relating to this Marketplace Agreement, in compliance with the obligations imposed on the Parties by the Data Protection Legislation. Capitalised terms found in this Section 10 that are not defined herein or within other clauses of this Marketplace Agreement shall retain the meaning provided in the GDPR.

10.2. In connection with the activities related to this Marketplace Agreement, the Parties expressly acknowledge and agree that:

- a) the Seller, in relation to the sales contracts relating to their Products concluded via the Website and their subsequent requirements, processes Personal Data as an independent Controller. With respect to the Processing of Personal Data of Data Subjects collected via the Website, the Seller undertakes to process such Personal Data solely for purposes related to the fulfilment of this Marketplace Agreement and for purposes strictly consequent thereto, such as the fulfilment of sales contracts concluded through the Website and their related requirements;
- b) with respect to Processing related to the use of the Websites by users/visitor, the provision of services via the Website to said subjects, the management of the Website, as well as the direct sales of products by YOOX on the Website, YOOX processes Personal Data as an independent Controller. Any reference to the Website in the Marketplace Agreement and its Annexes also extends to YOOX's mobile application;
- c) the Parties also process Personal Data as Joint Controllers, who jointly determine the purposes and methods of Processing. Said Processing is specifically identified and described in the specific "Joint Controllership Agreement" (Annex G) included with this Marketplace Agreement, set forth herein in full. The Agreement outlines how the Parties, as Joint Controllers, define their respective responsibilities concerning the compliance with the obligations established by the GDPR, with particular reference to the exercise of the rights of the Data Subject and the respective functions for the provision of information as per Articles 13 and 14 of the GDPR.



10.3. With respect to the activities relating to this Marketplace Agreement, YOOX undertakes some Processing of Personal Data on behalf of the Seller compared to the Processing for which the Seller is the only Controller, in compliance with the provisions set forth in Paragraph 10.2, Letter a) below: said Processing is identified and described in the specific "Designation as Data Processor" document (Annex H) included in this Marketplace Agreement. With respect to such Processing, the Seller must be considered, as per actual designation, independent Controller and YOOX must be considered, as per actual designation, the Seller's Processor. The Seller, concerning the Processing carried out by YOOX as the Seller's Data Processor as described in Annex H, designates YOOX, who accepts, as Processor as per Article 28 of the GDPR, pursuant and according to the terms provided in the abovementioned "Designation as Data Processor" document (Annex H) included in this Marketplace Agreement, set forth herein in full.

10.4. It is understood by the Parties that the Seller hereby expressly waives their right to – and undertakes not to – send any advertising or direct sales material or undertake any market research or commercial communication (the so-called direct marketing purposes) when processing for such purposes the Personal Data acquired by the Seller as part of the activities related to this Marketplace Agreement: the Seller will therefore refrain from requesting any form of Consent to the Processing of Personal Data for marketing, promotional and/or commercial purposes from the Data Subjects.

10.5. Each Party hereby declares that the Personal Data of the respective signatories of this Marketplace Agreement, the respective legal representatives, employees and contractors of the other Party involved in the activities relating to the conclusion and fulfilment of this Marketplace Agreement (hereinafter collectively referred to as "Representatives") shall be processed by each Party in accordance with its own privacy policy. YOOX privacy policy is set forth in the "Personal Data Privacy Notice" (Annex I) included within this Marketplace Agreement. Each Party undertakes to promptly inform its own Representatives about the other Party's privacy policy in a timely manner, as well as to take the necessary steps to ensure that the Processing of each Party's Representatives' Personal Data is carried out in full compliance with the Data Protection Legislation.

10.6. The Seller shall be liable to YOOX for any damages suffered by YOOX, including any damage to YOOX's image and business reputation, arising directly or indirectly from any breach of the Data Protection Legislation by the Seller or of the provisions concerning the Processing of Personal Data included in this Marketplace Agreement.

10.7. With respect to the Processing carried out as part of the activities related to this Marketplace Agreement, the Seller agrees to promptly inform YOOX regarding:

- any request, action, investigation or inspection by a Supervisory and/or judicial authority that they may be aware of;
- any action undertaken by a Data Subject in court or before a Supervisory authority that they may be aware of;

10.8. As part of the activities related to the Marketplace Agreement, the Parties undertake to carry out any Personal Data Processing operations, regardless of their role, in strict compliance with the obligations provided for by the Data Protection Legislation applicable to them, including the profiles related to the security of the Processing and the adoption of adequate technical and organisational measures to protect Personal Data, as well as the provisions of this Marketplace Agreement and its annexes.

10.9. The Parties undertake to co-operate in good faith with each other with respect to any requirements relating to the Processing of Personal Data in connection with the activities related to this Marketplace Agreement, in particular by providing the other Party with reasonable assistance pertaining the handling of requests by Data Subjects exercising their rights, possible Personal Data Breaches and possible requests by a Supervisory authority.

10.10. Annex G, Annex H and Annex I form an integral and essential part of this Marketplace Agreement: in the event of any conflict between the contents of this Marketplace Agreement and the provisions of the aforementioned Annexes, the provisions of the latter will prevail.

## **11. ACCESS TO DATA**

11.1. This Section 11 also regulates the Seller's access to Personal Data and/or other data provided by the Seller and/or other third-party sellers who avail themselves of the Website's online intermediation services and/or Customers or third-party sellers' customers for the use of the Website's online intermediation services or generated

through the provision of such services.

11.2. With reference to Paragraph 11.1 above, without prejudice in any case to the requirements of the Data Protection Legislation and within the boundaries set out therein, it is understood by the Parties that:

- a) the Seller does not have access to Personal Data and other data they provide in relation to the use of the Website's online intermediation services or generated through the provision of such services or as provided by their Customers while making use of such services, not even in aggregate or anonymised form;
- b) the Seller does not have access to Personal Data and other data that third-party sellers making use of the Website's online intermediation services and their related customers provide to YOOX for the use of the Website's online intermediation or generated through the provision of such services, not even in aggregate or anonymised form;
- c) in addition to the data indicated in the "Joint Controllership Agreement" (Annex G) and the "Designation as Data Processor" document (Annex H) included in this Marketplace Agreement (which YOOX is permitted to access as per this Marketplace Agreement and its related Annexes), YOOX is permitted to access Personal Data and other data provided by other third party sellers and their related customers for the use of the Website's online intermediation or generated through the provision of such services. The data categories concerned are as follows: traffic data generated in relation to the Seller's Product and metadata relating to the communications exchanged via the portal between YOOX and the Seller, and the Seller Specifications;
- d) YOOX shall provide third parties with the data referred to in Letter c) in all cases whereby said provision is required to ensure the correct functioning of the Website's online intermediation services (such as those belonging to the following categories: IT and online service providers, credit card companies, banking operators);
- e) YOOX, without prejudice to the requirements of the Data Protection Legislation, can provide third parties with the data referred to in Letter c) for purposes of commercial exploitation of the data and/or for the implementation of marketing strategies.

11.3. With reference to the provisions set forth in Paragraph 11.2, Letter d) above, the Seller expressly acknowledges and accepts that they may not request YOOX not to share the aforementioned data belonging to them (i.e. Personal Data and other data that Sellers and related Customers provide in order to make use of the Website's online intermediation or generated through the provision of such services), and that YOOX is not required to refrain in any way from providing such data to third parties.

11.4. With reference to the provisions set forth in Paragraph 11.2, Letter e) above, the Seller expressly acknowledges and accepts that they may not request YOOX not to share the aforementioned data belonging to them (i.e. Personal Data and other data that Sellers and related Customers provide to make use of the Website's online intermediation or generated through the provision of such services), and that YOOX is not required to refrain in any way from providing such data to third parties, without prejudice to the requirements of the Data Protection Legislation.

11.5. Without prejudice to the requirements of the Data Protection Legislation, the Seller does not have access to data provided or generated by the Seller and ultimately stored by YOOX also beyond the termination of this Marketplace Agreement between YOOX and the Seller.

## **12. TAXES**

12.1. *Taxpayer and Seller of Record.* Seller is the taxpayer and vendor/Seller/retailer of record and must comply with all applicable tax Law. Seller represents and warrants to be a taxable person established in the Territory. Seller shall be solely liable for any tax liabilities, including without limitation, any penalties or interest. All references to "tax" or "taxes" in this Marketplace Agreement shall mean all taxes and fees, including without limitation, value added taxes, use and surcharge taxes, import or export duties, and all related ancillary taxes and fees, including without limitation, electronic waste recycling fees.

12.2. Upon the recent implementation of the COUNCIL DIRECTIVE (EU) 2017/2455 (which amends the more comprehensive VAT Directive 2006/112/EC - (VAT Directive)) YOOX – as electronic interface who facilitates the Seller supplies - will never be qualified for VAT purposes as "deemed supplier" in the sense of Art. 14a of the VAT Directive; therefore there is no obligations for YOOX to compute, collect, report and remit VAT on behalf of the Seller who will remain the sole responsible for the purposes of this rule.

More in particular, in case of the sale of pre-owned Products, any application of the VAT margin scheme or any

other specific indirect tax regime/accomplishment remains the sole and exclusive responsibility of the Seller.

12.3. As per article 242a of DIRECTIVE (EU) 2006/112, introduced by COUNCIL DIRECTIVE (EU) 2017/2455, YOOX – as electronic interface who facilitates the Seller supplies - is under the obligation to keep records of these supplies. Those records have to be sufficiently detailed to enable the tax authorities of the European Union member states where those supplies are taxable to verify that VAT has been accounted for correctly. The records must be made available electronically on request of the relevant member state and should be kept for a period of 10 years from the end of the year during which the transaction was carried out.

12.4. Furthermore, pursuant to Directive (EU) 2021/514 of 22 March 2021 (so-called DAC 7 Directive), which introduced specific informational obligations relating to digital platforms, please note that YOOX is required to communicate information concerning the aforementioned obligations to the Italian Revenue Agency (Agenzia delle Entrate) (for further information, please see the DAC 7 Directive).

12.5. In light of the obligations referred to in Section 12.3. and 12.4., the Seller shall provide YOOX will all the information required by Law to comply with such regulations and guarantees that the information provided is correct (please see Annex A (Information for tax compliance)). The Seller acknowledges and accepts that YOOX must be provided with such information within 5 days of the execution of this Marketplace Agreement. If the Seller fails to provide all or some of the requested information within 5 days following execution of this agreement, YOOX shall send the Seller an initial reminder. If no response is received within 30 days of this reminder, YOOX shall send the Seller a second reminder. If no response is received within 30 days of the second reminder, the Seller's account will be closed and the Seller prevented from re-registering on the Website. As an alternative to closing the account and at YOOX's sole discretion, YOOX may decide to withhold the Commission Fees due to the Seller under this Marketplace Agreement until the requested information is provided.

12.5.1. In such cases where YOOX has reason to believe that the information provided in as per Section 12.4 is incorrect, YOOX will ask the Seller to rectify the information and provide documentary proof, data or reliable information provided by an independent source, such as:

- (a) a valid state-issued identification document;
- (b) a tax residence certificate with a recent date.

12.4. *Seller Warranty.* Seller is solely responsible for determining the amount of sales, use or other taxes owed as a result of the sale of Products (including pre-owned Products), and is solely responsible to collect, report and remit any such sales, use or other taxes required under applicable law. In case of contestation arising from Tax Authority in relation to Seller tax behavior or in case of a mandatory order from any Tax or other public authorities (related to marketplace transaction), YOOX may withhold and retain all such amounts and/or suspend and/or terminate, in accordance with and pursuant to Section 17, Seller's Marketplace account. Seller acknowledges and agrees that YOOX has no responsibility to compute, collect, report or remit sales, use or any other applicable taxes in connection with the sales.

### **13. INFORMATION SECURITY**

Seller will adopt appropriate internal information security practices concerning personal information and Personal Data, including at least those referred in Appendix C of the "Joint Controversy Agreement", Annex G to this Marketplace Agreement, to prevent the compromise of its information systems, computer networks and data files by unauthorized users, viruses, malicious computer programs or other code or media which could in turn be transmitted to YOOX or compromise the security of YOOX Confidential Information, including without limitation, the Transaction Information. In this respect, upon request sent by YOOX to the Seller via email and/or via the Portal, the Seller shall reasonably cooperate with any related investigations concerning the possible security breach of YOOX's Confidential Information and shall notify YOOX in the event of a suspected compromise without delay. Seller shall be responsible for any costs, damages or legal notification procedures resulting from Seller's failure to adopt adequate security measures. Seller shall be fully responsible for securing any Transaction Information held by the Seller outside the Website (e.g. into the Seller own ERP (Enterprise Resource Planning) or other similar system) in line with the relevant applicable personal data protection or information security requirements for their jurisdiction.

### **14. CONFIDENTIAL INFORMATION**

14.1. *Obligations.* Both Parties acknowledge that either Party may receive ("**Receiving Party**") Confidential

# YOOX NET-A-PORTER GROUP

Information from the other Party ("**Disclosing Party**") during the Term, and such Confidential information will be deemed to have been received in confidence and will be used only for purposes of this Marketplace Agreement. The Receiving Party shall use the Disclosing Party's Confidential Information only to perform its obligations under this Marketplace Agreement and disclose the Disclosing Party's Confidential Information only to the Receiving Party's personnel, contractors and affiliates having a need to know the information for the purpose of this Marketplace Agreement. The Receiving Party shall treat the Confidential Information as it does its own valuable and sensitive information of a similar nature and, in any event, with not less than a reasonable degree of care. Upon the Disclosing Party's written request, the Receiving Party shall return or certify the destruction of all Confidential Information, and the obligation of confidentiality shall continue for three (3) years from the expiration or termination of this Marketplace Agreement; provided however, the Receiving Party shall continue to keep confidential (i) any trade secrets of the Disclosing Party as long as such information is deemed a trade secret and (ii) any documentation shared in connection with this Marketplace Agreement. Seller agrees that YOOX may share Seller's Confidential Information with its Affiliates for internal use only.

14.2. *Definition.* The term "**Confidential Information**" means all information communicated by the disclosing Party that should reasonably be considered confidential under the circumstances, notwithstanding whether it was identified as such at the time of disclosure, including, without limitation (a) any documentation/YOOX Guidelines shared by YOOX, including to through the Portal, in connection with this Marketplace Agreement, (b) all trade secrets, (c) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, (d) information relating to business plans, sales or marketing methods and customer or supplier lists or requirements, and (e) all information identified as confidential to which Receiving Party has access in connection with the subject matter hereof, whether before or after the Effective Date.

14.3. *Exceptions.* The obligations of either Party under this Section will not apply to information that the Receiving Party can demonstrate (a) was in its possession at the time of disclosure and without restriction as to confidentiality; (b) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act or failure to act by the Receiving Party; (c) has been received from a third party without restriction on disclosure and without breach of agreement or other wrongful act by such third party or the Receiving Party; or (d) is independently developed by the Receiving Party without access to or use of the Confidential Information of the Disclosing Party.

14.4. *Disclosure by Law.* In the event the Receiving Party is required by Law, stock exchange requirement or legal process to disclose any of the Confidential Information, the Receiving Party agrees to (a) give the Disclosing Party, to the extent possible, advance notice prior to disclosure so the Disclosing Party may contest the disclosure or seek a protective order, and (b) limit the disclosure to the minimum amount that is legally required to be disclosed.

## **15. NO PUBLICITY**

15.1 Seller is authorized to mention YOOX and the Website on its website and social media for the exclusive purpose of publicizing Seller's sale of Products on the Website. Seller ensures that: (a) it will not post and or publish anything which could be offensive, inappropriate or damage the reputation of YOOX; and (b) it will not mention YOOX and the Website in any website or social media that are not in line with YOOX's reputation. YOOX has the right to request the removal of any marketing materials or related content published by the Seller in case YOOX, at its sole discretion, retains that they are offensive or inappropriate.

## **16. REPRESENTATIONS AND WARRANTIES**

16.1. Seller hereby represents and warrants to YOOX the following:

16.2. *Authority.* Seller is a corporation duly organized, validly existing and in good standing under the Laws of the state where Seller was incorporated, and Seller has full power and authority to execute and deliver this Marketplace Agreement and to perform its obligations hereunder without any further ratification or approval. This Marketplace Agreement constitutes the legal, valid, and binding obligations of Seller. Seller has the right, power and authority to grant the rights and licenses hereunder free and clear of any claims, liens and encumbrances.

16.3. *No Conflicts.* Neither the execution and delivery of this Marketplace Agreement, nor the consummation of the transaction contemplated hereby, will violate or conflict with any obligation, contract or license which could

reasonably be expected to interfere with the consummation of the transaction contemplated hereby.

16.4. *Taxes.* The Seller inputting all tax related information (including without limitation, Tax Designations, and states in which Seller has a tax remittance obligation) (collectively “**Tax Information**”) through the Portal or otherwise providing such Tax Information to YOOX has adequate tax knowledge to accurately and completely enter such Tax Information. Seller shall promptly update any provided Tax Information, as necessary to collect the correct amount of tax from Customers.

16.5. Seller will maintain at a minimum such Product liability insurance coverage limits, general liability, and employer’s liability (or similar) coverage limits as required by Applicable Law to operate its business;

16.6. All information or data uploaded or transmitted by or on behalf of Seller to the Portal, Website, or any other YOOX website, application, or system, or to a Customer is free from any virus, worm, defect, Trojan horse, software bomb or other feature designed to damage or degrade in any manner the performance of the Portal, Website, any other YOOX application, or system. Seller will not use the Website to violate the security of, or gain unauthorized access to, any computer or computer network or other device or system (including unauthorized attempts to discover passwords or security encryption codes to use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Website, collect any information about other Customers (including usernames and/or email addresses); or to reformat or frame any portion of the Website), or use the Website and/or any other Seller Content, intentionally or unintentionally, to violate any applicable Law.

16.7. *APIs’ fair use.* Seller undertakes to use any APIs that YOOX may make available to Seller in strict compliance with the documentation provided on the Portal and in accordance with the purpose defined therein. Seller warrants to YOOX that its use of such APIs by will not compromise the correct functioning of YOOX’s and its suppliers’ IT infrastructure. It is understood that warranty stated above will not apply in case the Seller proves that its use of the API was in compliance with the documentation provided on the Portal and in accordance with the purpose defined therein.

## **17. TERM, TERMINATION, SUSPENSION AND LIMITATION**

17.1. *Term.* This Marketplace Agreement shall commence on the Effective Date and shall continue for two years thereafter (“**Initial Term**”) unless earlier terminated in accordance with the terms and conditions set forth in this Marketplace Agreement. This Marketplace Agreement will automatically renew for successive one (1) year periods upon expiration of the Initial Term (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”), unless either Party gives written notice to the other Party of its intention not to renew at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term.

17.2. *Termination for Breach.* This Marketplace Agreement may be terminated at any time by either Party if the other Party breaches any provision of this Marketplace Agreement (including, but not limited to, Sections 2, 3, 4, 5, 7, 8, 9, 10, 12, 13, 14, 15 and 16) and related Annexes, and has failed to cure such breach within thirty (30) days of the receipt of written notice of breach from the non-breaching party, stating the nature and character of the breach. Termination under this Section 17.2 does not limit either Party from pursuing any other remedies available to such Party, including but not limited to injunctive relief.

17.3. *Termination in the Event of Insolvency or Bankruptcy.* Either Party may terminate this Marketplace Agreement immediately upon written notice sent to the other Party via email to the address set out in Section 21.5 below, in the event that (a) the other Party files a petition for bankruptcy or is adjudicated bankrupt; (b) a petition in bankruptcy is filed against the other Party and such petition is not dismissed within ninety (90) days; (c) the other Party becomes or is declared insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy or other similar law; (d) the other Party ceases to do business in the normal course; or (e) a receiver is appointed for the other Party or its business.

17.4. *Termination for convenience.* Each Party may terminate this Marketplace Agreement for any reason by giving a thirty (30) days’ prior written notice to the other Party, sent via email to the address set out in Section 21.5 below.

17.5. *Suspension.* YOOX may immediately suspend Seller’s listing of Products on the Website, giving the Seller written notice stating the reasons for that decision, for: (i) Seller’s failure to comply with any service level agreement set forth in Annex E (“Service Level Agreement”); (ii) Seller’s failure to meet any obligations set forth

in this Marketplace Agreement including, but not limited to, the tax obligations detailed in this Marketplace Agreement, the obligations detailed in Section 4 and the Seller's information security obligations as detailed in Section 12; (iii) any breach of Law by the Seller; and (iv) any actual and/or suspected and/or alleged lack of authenticity, or counterfeiting or parallel import of Products on the Website, until Seller has remedied such breach. Seller will work diligently and cooperate with YOOX to promptly remedy any non-compliances detailed above.

17.6. *Product removal.* In addition to the cases referred to in Section 4.3 above, YOOX may remove and/or reject, temporarily or definitely, one or more Products (and related offers) uploaded by the Seller in the following cases:

- a. In case the Seller lists Products that were not included in the proposal accepted by YOOX as per Section 2.2 above.
- b. YOOX becomes or is made aware of the fact that certain Products sold by the Seller on the Website are subject to sale restrictions of any type (e.g. in the event of exclusive or selective distribution);
- c. in case the Seller lists the Products on the Website in an incorrect manner (i.e. incorrect classification and mapping of the Product by the Seller);
- d. in case of lack of completeness or accuracy of the product sheet (e.g. the Seller provides wrong attributes, or where recommended attributes are missing);
- e. in case pictures uploaded by the Seller are not aligned with YOOX Guidelines on photos (a summary of such guidelines can be found in Annex F) ;
- f. in case YOOX catalogue shall be optimised to preserve its consistency (e.g. the case where two or more Products are similar and need to be merged in one single product sheet);
- g. to ensure a consistently updated and varied catalogue to the Customers, in particular when Products register sales<sup>1</sup> or conversion rate<sup>2</sup> below the performance thresholds communicated, from time to time, by YOOX by email to the Seller's address set out in Section 21.5 below and/ or if the existing offers on a specific Product have a stock equal or below three (3) units;

17.6.1. The Seller and YOOX may decide at any time to temporarily or permanently remove one or more of the Seller's Products (and related offers) by mutual agreement if the Products are not in line with YOOX's business strategy (including with regard to brands).

17.7. *Post-Termination Obligations.* Following the termination of the Marketplace Agreement, the Seller shall continue to: (i) provide assistance in the event of Customer complaints and/or refund requests and/or returns for orders submitted prior termination of the Marketplace Agreement; (ii) pay any amounts due to and/or the invoices issued by YOOX in connection with the Marketplace Agreement; (iii) notify YOOX and Customers of any recalls of its Products sold through the Website; and (iv) remit any taxes collected to the proper jurisdiction(s).

17.8. *Survival.* Without prejudice to the above, the provisions of this Marketplace Agreement which by their nature are intended to survive termination of the Marketplace Agreement (including, without limitation, representations, warranties, indemnification, payment obligations, remedies, YOOX's rights to use Seller's suggestions and feedback, limitations of liability, choice of law, jurisdiction, and venue) shall survive its termination.

17.9. *Limitation, suspension and termination.* In all cases whereby YOOX, in accordance with a provision of this Marketplace Agreement and related Annexes, decides to limit or suspend the Services provided to the Seller through the Website, including by delisting individual Products of the Seller, YOOX shall inform the Seller, via email (to the Seller's address set forth in Section 21.5 below) and/or via the Portal, of the reasons of such decision, prior to or at the time when such limitation or suspension comes into effect.

17.10. In all cases whereby YOOX, in accordance with a provision of this Marketplace Agreement and related Annexes, decides to fully terminate the provision of its Services provided to the Seller through the Website, YOOX shall inform the Seller of the reasons of such decision, via email to the address set forth in Section 21.5 below, at least 30 (thirty) days prior termination comes into effect.

17.11. In the events referred to in Sections 17.9 and 17.10 above, YOOX shall give the Seller the opportunity to clarify facts and circumstances via the internal complaint-handling process referred to in Section 21 below. If the

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<sup>1</sup> Sales means Gross Sales Ordered: Gross of returns, net of Shipping Charges, net of VAT;

<sup>2</sup> Conversion rate means Unique Purchases / Product Details Views. Unique purchase means how many times the product is purchased once (eg if a Customer buys two sizes of the same product within one purchase it will be counted as one) Product Detail Views: how many time a customer visit the product detail page.

limitation, suspension or termination is revoked by YOOX, the latter shall promptly reinstate the Seller.

17.12. The notice period referred to in Section 17.10 above is not applicable when YOOX:

- (a) is subject to a legal or regulatory obligation which requires it to terminate the provision of the whole of its Services to the Seller in a manner which does not allow it to respect that notice period; or
- (b) exercises a right of termination under an imperative reason pursuant to the Law; or
- (c) can demonstrate that the Seller has repeatedly breached the terms and conditions of this Marketplace Agreement and related Annexes, thus determining its termination as per this Section 17 of the Marketplace Agreement.

17.13. In the events referred to in Section 17.12 above, YOOX shall promptly provide the Seller, via email and to the Seller's address as set out in Section 21.5 below, with the statement of reasons for such decision.

17.14. YOOX's statement of reasons referred to in Section 17.9, 17.10 and 17.13 above shall include reference to specific facts or circumstances, including the content of possible notifications received by third-party subjects, which led YOOX to reach such decision, as well as reference to appropriate reasons that justify the decision of suspending, terminating or limiting in any way, in whole or in part, the provision of its Services to the Seller.

17.15. With reference to Sections 17.9, 17.10, 17.13 and 17.14 above, YOOX is not required to provide the Seller with a statement of reasons for such decision if subject to a legal or regulatory obligation not to divulge specific facts or circumstances or refer to the appropriate reasons or if it can demonstrate that the Seller has repeatedly breached the terms and conditions in this Marketplace Agreement and related Annexes, thus determining termination as per this Section 17 of the Marketplace Agreement.

17.16. With reference to the potential limitation, suspension and termination measures adopted by YOOX in accordance with Sections 17.9 and 17.10 above, the Seller is entitled to submit a complaint as per Section 21 below of this Marketplace Agreement, as well as, at its own discretion, to immediately resort to the mediation procedure referred to in Section 22 below or initiate judicial proceedings.

## **18. INDEMNIFICATION**

18.1. *Indemnification Obligations.* Seller will defend, indemnify and hold harmless YOOX and its respective employees, directors, agents and representatives (each an "**Indemnitee**") from and against any and all Losses arising out of or related to third party Claims asserted against, imposed upon or incurred by an Indemnitee due to, arising out of or relating to: (a) any actual or alleged breach of Seller's representations, warranties, or obligations set forth in this Marketplace Agreement and related Annexes or any Seller breach of YOOX's General Terms of Use and General Terms and Conditions of Sale; (b) any actual or alleged violation of any Law, regulation or third-party right, including but not limited to but not limited to, third-party Intellectual Property Rights; (c) personal injury, death or property damage arising from Seller's Products; and (d) any and all income, sales, use, *ad velorem*, and other Taxes, surcharges, fees, assessments or charges of any kind whatever, together with any interest, penalties and other additions with respect thereto, imposed by any federal, state, local or foreign government in any way related to the sale of the Products on the Website, specifically excluding however, any taxes related to YOOX's net income. For the purposes of this Section 18, the term "taxes" is further defined to include and refer to any class action or qui tam legal claims grounded in an allegation or allegations that YOOX bears some civil or criminal liability for over- or under-collection of any tax or fee on sales of Products offered by Seller.

18.2. *Procedure for Indemnification.* Upon receipt of notice, from whatever source, of Claims against YOOX for which Seller is obligated to indemnify YOOX, Seller immediately shall takenecessary and appropriate action to protect YOOX's interests with regard to the Claims. YOOX shall notify Seller of the assertion, filing or service of any Claims of which YOOX has knowledge, as soon as is reasonably practicable. To the extent permitted by applicable Law, the Indemnitee(s) may decide at its/their own discretion to voluntarily intervene in the proceedings at its/their own expense.

18.3. *Settlement.* Seller, in the defense of any Claim, shall not, except with the prior written consent of YOOX, negotiate and/or consent to enter into any settlement that implies the direct or indirect involvement of YOOX in relation to the Claim. YOOX shall have the right at all times to accept or reject any offer to settle any Claim against it.

## **19. DISCLAIMER OF WARRANTIES**

EXCEPT AS EXPRESSLY SET FORTH IN THIS MARKETPLACE AGREEMENT, YOOX MAKES NO WARRANTIES AND HEREBY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED WITH REGARD TO THE WEBSITE, ANY SERVICES, AND/OR INFORMATION, AVAILABLE THROUGH ANY LINKS THEREON, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. THE WEBSITE IS PROVIDED BY YOOX ON AN "AS IS" AND «AS AVAILABLE» BASIS. YOOX DOES NOT WARRANT THAT SELLER'S USE OF THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE, NOR DOES YOOX MAKE ANY WARRANTY OR GUARANTEE WITH REGARD TO RESULTS THAT MAY BE OBTAINED BY USE OF THE WEBSITE, OR THE SALE OF PRODUCTS BY SELLER TO CUSTOMERS THEREON, OR ANY SERVICES PROVIDED BY YOOX TO SELLER UNDER THIS MARKETPLACE AGREEMENT. THE FUNCTIONALITY PROVIDED BY THE WEBSITE OR YOOX, OR ITS DESIGNEES' SERVERS IS NOT AN ARCHIVE; SELLER IS SOLELY RESPONSIBLE FOR MAINTAINING INDEPENDENT ARCHIVAL AND BACKUP COPIES OF ALL INFORMATION, INCLUDING SELLER CONTENT PROVIDED TO YOOX.

## **20. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT IN CASE OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL YOOX OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING LOST PROFITS OR REVENUES, OR HARM TO BUSINESS), EVEN IF IT HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

## **21. INTERNAL COMPLAINTS-HANDLING PROCESS AND NOTICES**

21.1 *Complaints.* YOOX provides an internal complaint-handling process for complaints by the Seller and other third-party sellers that use the Website. The internal complaint-handling process is easily accessible and free of charges: complaints are handled in a reasonable time frame and the system is based on the principle of transparency and fair treatment at all times, taking into account their importance and complexity.

21.2. The Seller can submit a complaint directly to YOOX with regard to the following issues (hereinafter, collectively, "**Disputes**"):

- a) alleged non-compliance by YOOX with any of its obligations laid down in Regulation (EU) 2019/1150 with consequences for the Seller submitting the complaint (hereinafter "**Complainant**");
- b) any technological issues which relate directly to the provision of the Services provided by YOOX through the Website with consequences for the Complainant; and/or
- c) any measure or behavior adopted by YOOX (such as, for example, limitation, suspension and termination measures as per Section 17.9 and 17.10 above) directly connected to the provision of the Services provided by YOOX via the Website with consequences for the Complainant.

21.3. The procedure to be followed in order to submit a complaint in relation to any Disputes is as follows:

- i. Seller shall give to YOOX written notice of the Dispute at the following email address: [yooxmarketplace@legalmail.it](mailto:yooxmarketplace@legalmail.it), describing its nature and most important details ("**Dispute Notice**"), together with relevant supporting documents where relevant and available.
- ii. YOOX will provide an initial response within two (2) working days from receipt of the Dispute Notice, providing all necessary clarifications to the Seller.
- iii. If the Seller is not satisfied with the clarifications provided by YOOX, YOOX's and the Seller's representatives shall attempt in good faith to resolve the Dispute by finding a mutually agreeable solution within the next fourteen (14) days. If an agreement is reached by the representatives, the Parties will acknowledge this in a dedicated communication that they will send to each other and undertake to adhere to and execute such agreement.
- iv. If YOOX's and the Seller's representative are for any reason unable to resolve the Dispute and reach an



agreement within the time period specified above, the Dispute shall be referred to the Marketplace Director of YOOX and to the executive or legal representative of the Seller, designated by the latter, who shall attempt in good faith to resolve the Dispute; The aforesaid YOOX's Marketplace Director and the Seller's executive/legal representative designated by the Seller shall have the necessary powers to legally bind YOOX and the Seller, respectively, with reference to the possible agreement that will be identified in connection with the Dispute.

- v. If the Marketplace Director and the executive/legal representative of the Seller reach an agreement, the Parties will acknowledge this in a dedicated communication that they will send to each other. The Parties undertake to adhere to and execute such agreement reached.
- vi. If the Marketplace Director and the Seller's executive/legal representative are, for any reason unable to resolve the Dispute within 21 (twenty-one) days since it was submitted to them, each Party shall be entitled to request the activation of the mediation procedure as per Article 22 below or commence a judicial proceeding.

21.4. The Parties' attempt to reach an agreement via the internal complaint-handling process described above does not limit YOOX and the Seller's right to initiate judicial or mediation proceedings at any time during or after the internal complaint-handling process.

21.5 *Notices.* Any notice or other communication required or permitted to be made or given to either party under this Marketplace Agreement and related Annexes shall be deemed given on the date of delivery if delivered in person, by facsimile, or by overnight commercial courier service with tracking capabilities with costs prepaid, or one (1) day after the date of mailing if sent by email, registered email, return receipt requested and postage prepaid, at the address of the parties set forth below or such other address as may be given from time to time under the terms of this notice provision.

For communications to the Seller: the address (including the email address) provided by Seller during the registration to sell on the Website.

For communications to YOOX: [yooxmarketplace@legalmail.it](mailto:yooxmarketplace@legalmail.it)

## **22. MEDIATION**

22.1. *Mediation.* In attempting to reach an agreement with the Seller on the settlement, out of court, of any disputes that may arise between YOOX and the Seller as part of the provision of the Services provided by YOOX via the Website, including complaints that it had not been possible to solve via the internal complaint-handling process referred to in Article 21 above, YOOX is willing to submit any dispute with the Seller to a mediation process, which may be conducted:

- i. at the: [Chamber of Arbitration of Milan](#), in accordance with the [relevant mediation procedure](#), also [electronically](#), according to the [rates](#) in force, the amount of which can be approximately calculated at the following [link](#).

Here is some useful information regarding the Chamber of Arbitration of Milan:

[List of mediators of the Chamber of Arbitration of Milan](#)  
[Procedure for initiating mediation](#)  
[Contact details for the Chamber of Arbitration of Milan](#)  
[Statistics on mediation activities of the Chamber of Arbitration of Milan](#)

Unless the Parties agree otherwise within 5 (five) days from the start of the mediation procedure, the mediator shall be appointed by the Chamber of Arbitration of Milan.

- ii. at the: [Centre for Effective Dispute Resolution \(CEDR\)](#), in accordance with the [relevant mediation procedure](#). The list of mediators can be found at the following [link](#).

22.2. If the Seller intends to initiate the mediation procedure, it shall inform YOOX in writing at the following certified email address: [ynap.corporate@legalmail.it](mailto:ynap.corporate@legalmail.it). If YOOX intends to initiate the mediation procedure, it shall inform the Seller via email to the e-mail address set out under Section 21.5.

22.3. YOOX shall bear a reasonable portion of the total costs of mediation, which shall be determined on the basis of the suggestion made by the mediator, by taking into accounts all relevant elements, in particular the relative

merits of the claims of the Parties, the Parties' conduct and the financial strength of the Parties relative to one another.

22.4. Each Party shall engage in good faith throughout any mediation attempts conducted pursuant to this Section.

22.5. The attempt to reach an agreement through mediation to resolve a dispute in accordance with this Section 22 does not affect the rights of YOOX and the Seller to initiate a judicial proceeding at any time before, during or after the mediation process.

22.6. If requested by the Seller, before entering into mediation or during the mediation, YOOX shall make available to the Seller information on the functioning and effectiveness of mediation with regards to its activities.

### **23. CONTROLLING LAW AND JURISDICTION**

23.1. The Marketplace Agreement, its Annexes and any Claim or dispute whatsoever arising in connection with it, including any non-contractual claims or disputes, shall be governed by and construed in accordance with the laws of Italy.

23.2. The Parties irrevocably agree to the exclusive jurisdiction of the ordinary courts of Milan.

### **24. AMENDMENTS**

24.1. YOOX reserves the right to change any of the terms and conditions contained in this Marketplace Agreement and its related Annexes, in the General Terms and Conditions of Use and the General Terms and Conditions of Sale at any time and in its sole discretion. In such cases, YOOX shall inform the Seller, via email and at the address set forth in Section 21.5 above and/or via the Portal, of any proposed amendment to the aforementioned terms and conditions.

24.2. The amendments proposed by YOOX shall not be implemented prior to the expiration of a notice period whose duration shall be no less than 15 (fifteen) days from the date in which the related notice was sent to the Seller by YOOX.

24.3. If the amendments proposed by YOOX require the Seller to implement technical or business adjustments to comply with the proposed amendments, it will be communicated by YOOX in the notice referred to in Section 24.1 above. In this event, YOOX shall provide an adequate notice period, in any case exceeding 15 (fifteen) days.

24.4. The Seller shall have the right to terminate this Marketplace Agreement prior to the expiration of the notice period referred to in Section 24.1 and 24.2 above, informing YOOX via email at the YOOX address set forth in Section 21.5 above. Such termination shall take effect within 15 (fifteen) days of receipt of the communication referred in Section 24.1 above.

24.5. At any time, following receipt of the notice referred to in Section 24.1 above from YOOX, the Seller is entitled to waive the related notice period, either by means of a written statement or a clear affirmative action.

24.6. During the notice period referred to in Section 24.2 above, submitting new Products on the Website shall be considered a clear and affirmative action to waive the notice period: this is not applicable in relation to the notice period referred to in Section 24.2 above.

24.7. Following the expiry of the notice period referred to in Sections 24.2 and 24.3 above, and with no withdrawal notice from the Marketplace Agreement by the Seller, the amendments proposed by YOOX shall be considered wholly approved by the Seller.

24.8. It is understood that the notice periods referred to in Section 24.1 and 24.2 above shall not be applied in the event that YOOX:

(a) is required to comply with a legal or regulatory obligation that requires YOOX to amend its terms and conditions in a manner that does not allow it to observe the aforementioned notice periods;

(b) must exceptionally amend its terms and conditions to meet an unforeseen and imminent danger related to defending the Services, its consumers or other Sellers from fraud, malware, spam, data breaches or cyber security risks.

## **25. SEVERABILITY**

25.1. In the event that any provision of this Marketplace Agreement shall be unenforceable or invalid under any applicable Law or be so held by applicable court decision, such unenforceability or invalidity shall only apply to such provision and shall not render this Marketplace Agreement and related Annexes unenforceable or invalid as a whole; and, in such event, such provision shall be modified or interpreted so as to best accomplish the objective of such unenforceable or invalid provision within the limits of applicable Law or applicable court decision and the manifest intent of the parties hereto.

## **26. RELATIONSHIP OF THE PARTIES**

26.1. The Parties hereto expressly understand and agree that the other is an independent contractor in the performance of each and every part of this Marketplace Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. This Marketplace Agreement does not make either Party the employee, agent or legal representative of the other.

## **27. COMPLETE AGREEMENT**

27.1. This Marketplace Agreement (and Annexes A, B, C, D, E, F, G, H and I hereto) and the separate document relating to the acceptance of unfair clauses, where applicable, constitute the entire understanding and agreement with respect to the subject matter hereof and supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among the parties relating to the subject matter of this Marketplace Agreement and all past dealing or industry custom.

27.2. This Marketplace Agreement and its related Annexes shall prevail over additional or different terms relating to any order, confirmation, invoice or similar document, even if accepted in writing by both Parties.

## **28. HEADINGS**

28.1 Section headings are for reference only and shall not affect the interpretation of this Marketplace Agreement.

## **29. DISTRIBUTION CHANNELS**

29.1 Products will be offered for sale solely via the Website (as well as through APP version of the Website and YOOX mobile application) and will not be offered through additional distribution channels.

## **30. DIFFERENTIATED TREATMENT**

30.1 The Seller acknowledges and agrees that, due to technical reasons connected to the Website and due to the fact that Products orders are automatically shipped by the Seller, there will be a difference of treatment between products sold by YOOX and Products sold by the Sellers. Such difference of treatment will apply to:

- i. the payment methods available to YOOX's Customers and the possibility for YOOX's Customers to use the "Moneyoox" service (opportunity to accrue a virtual credit to be spent on subsequent purchases) and "YOOXCODE" discount codes issued by YOOX, by reason of the different payment flow for products purchased via the Website from YOOX and the Products purchased from Sellers, related to the relevant legislation;
- ii. the shipping options available to YOOX's Customers, who may choose between different shipping options selected and offered by YOOX;
- iii. services on the Website reserved for YOOX's Customers, such as the "gift" option, which allows to purchase a product and have it delivered to a third party, due to the fact that the shipping of Products is handled by Sellers;
- iv. the ranking of the Products offered for sale by YOOX on the Website as compared to those offered for sale by the Seller on the Website. Specifically:
  - a. products belonging to the "8 by YOOX" brand – brand owned by YOOX and sold exclusively by YOOX – are ranked in the first-class, in order to ensure greater visibility (cfr. Section 1.2 of Annex C);
  - b. in the event that the Products offered by YOOX and the Seller via the Website have equal/similar appeal, and belong to the same season, YOOX will give greater visibility to the products sold by YOOX (cfr. Section 1.5.1. of Annex C).

For further details, please refer to Annex C ("Ranking").

30.2. YOOX offers its Sellers the opportunity to launch marketing campaigns visible in a dedicated section of the Website. The terms, prices and conditions for launching campaigns must be agreed separately with YOOX. The Seller may contact their YOOX contact person for further details. For purposes of clarity, such marketing campaigns will not have impact on ranking.

### **31. ANCILLARY SERVICES**

31.1. Neither YOOX nor any of its Sellers will provide Customers with ancillary products and services, including financial products, via its online intermediation services provided through the Website.

### **32. RANKING**

32.1. The Products offered for sale by the Seller via the Website are ranked according to the criteria detailed in Annex C ("**Ranking**") of this Marketplace Agreement.

### **33. COMPLIANCE WITH ITALIAN LEGISLATIVE DECREE 231/2001**

33.1 Seller declares that it is aware of the fact that YOOX – in compliance with Legislative Decree No. 231 of 8 June 2001 laying down the rules governing the administrative responsibility of organisations – has adopted an Organisation, Management and Control Model and a Code of Conduct which comply with the principles of said decree (which are published on the Portal) and that any failure to comply with these by its suppliers or business partners may constitute grounds for the termination by YOOX of any relationships existing with them.

#### Annexes:

Annex A	<i>(Information for tax compliance)</i>
Annex B	<i>(Affiliate marketing)</i>
Annex C	<i>(Ranking)</i>
Annex D	<i>(Mandatory Attributes)</i>
Annex E	<i>(Service Level Agreement)</i>
Annex F	<i>(Photo Guidelines)</i>
Annex G	<i>(Joint Controllership Agreement)</i>
Annex H	<i>(Designation as Data Processor)</i>
Annex I	<i>(Personal data Privacy Policy)</i>

**ANNEX A**  
**INFORMATION FOR TAX COMPLIANCE**

**Seller information**

- i. Full Corporate/Legal information of the Seller;
- ii. Place of establishment of the Seller for fiscal purpose;
- iii. Postal address;
- iv. Electronic address or website of the Seller whose supplies are facilitated through the use of the electronic interface (if applicable);
- v. VAT identification number or national tax number of the Seller;
- vi. Additional VAT identification number or national tax number of the Seller in other EU Member State/s where goods are sold (if available);
- vii. Business register number (REA);
- viii. The bank account number or number of Virtual Account of the Seller (if available) and account holder's name.
- ix. The presence, if any, of a permanent establishment in one of the countries of the European Union through which the Seller sells goods, indicating the individual Member States in which such establishment is located.
- x. The presence, if any, of a permanent establishment in one of the countries of the European Union through which the Seller sells goods, indicating the individual Member States in which such establishment is located.

For the purposes of this Annex, Virtual Account is meant to cover emerging payment solutions and payment services such as digital or crypto currencies, digital wallets solutions, etc.

**Products information**

- i. a description of the Products sold (like quantity, etc.);
- ii. value;
- iii. place where the dispatch or transport of the Products ends;
- iv. time when the supply occurs;
- v. order number or unique transaction number (order number or unique transaction number' is a number allocated to a transaction. It can be allocated by the Seller or by the electronic interface).

**ANNEX B**  
**AFFILIATE MARKETING**

Affiliate marketing is a type of performance-based marketing in which a business rewards one or more affiliates partners for each visitor or customer brought by the affiliate's own marketing efforts.

**A. BUSINESS MODEL OF OUR AFFILIATE PARTNERS:**

1. CPA (Cost Per Acquisition) – **primarily used:** commissions paid on purchase orders driven by the affiliate (both view and click based);
2. CPL (Cost Per Lead): fixed amount paid for users subscribing the newsletter or creating an account;
3. CPC (Cost Per Click) - **primarily used:** fixed amount paid for clicks sending traffic to merchant site. The cost per click can be bid-based and be influenced by competition;
4. Tenancy based: fixed fee paid periodically or as a one-off, for specific projects/features.

**B. TYPES OF AFFILIATE PARTNERS USED:**

1. Cashback & promo partners where customers earn a discount with their purchase (e.g. rakuten.com, Quidco);
2. Loyalty partners are platforms where customers earn points/miles with their purchase (e.g. Avios or Asia Miles);
3. Shopping comparison sites where customers can compare similar products across multiple advertisers (e.g. Lyst or Shopstyle);
4. Finally Content & media partners which use storytelling to develop brand awareness and fashion inspiration (e.g. Vogue, GQ).

ANNEX C

RANKING

**1. Raking of Products sold by Sellers on the Website for all available categories**

1.1. The main criteria determining the raking of the Products on each gallery/landing page of the Website are as follows (listed in descending order of importance):

- i. **Product appeal** (i.e. the level of attractiveness of the Products as of the date they were uploaded to the Website), measured on the basis of market analysis and trends deriving from leading industry publications;
- ii. **Brand appeal** (i.e. the level of attractiveness of the brand as of the date they were uploaded to the Website), measured on the basis of market analysis and trends deriving from leading industry publications; and
- iii. **Collection/season to which the Products belong** (i.e. Spring/Summer and Autumn/Winter).

The criteria set out in section 1.1 apply only to the first pages of each landing page/gallery. This ranking is updated on average two (2) times a month. The criteria aim to guarantee a catalogue in line with current fashion/trends for Customers.

1.2. The following criteria (listed in descending order of importance) apply instead to the rest of the catalogue available on the Website:

- i. Brand positioning/notoriety in the relevant target market (e.g. luxury and fashion market or design market). Specifically, the brands available on YOOX are subdivided into four classes (a) luxury fashion brands; (b) high-end fashion brands; (c) high-street and commercial brands; and (d) contemporary and up-and-coming brands. Products belonging to the “luxury fashion brands” class are positioned first, followed by those belonging to the “high-end fashion brands”, and so on.
- ii. Randomisation: Products sold by sellers that belong to the same brand, with the same positioning and/or reputation, are positioned randomly.

1.2.1. Products belonging to the “8 by YOOX” brand are ranked in the luxury fashion brands class.

1.3. Other parameters, such as the reduction percentage offered by the Seller (at their sole discretion) or the Product’s season may temporarily affect the Product’s raking to pursue commercial objectives, such as, for example, sales or season changes. (For example, these criteria prevail over the criteria referred to in 1.2 during periods such as Black Friday and seasonal sale campaigns).

1.4. The criteria referred to in 1.1 and 1.2 also apply to promotional galleries created on the basis of trends or specific occasions.

1.5. In the event that the same brand is sold by both YOOX and a Seller, the following main criteria will be applied (listed in descending order of importance):

- i. Product appeal (see 1.1.(i) above)
- ii. Collection/ season (see 1.1.(iii) above)

1.5.1. In the event that the products have equal/similar appeal, and belong to the same season, YOOX will give greater visibility to the products sold by YOOX.

**2. Filters**

The criteria referred to in 1.1. and 1.2. also apply when the Customer selects one or more of the filters available to them on the Website (e.g. category, material, etc.). In this case, the Seller’s Products will be visible in the relevant category, provided that the Seller has correctly filled in the Product’s attributes. For purposes of clarity, in the event that a Customer decides to order Products according to one of the criteria set out on the Website (e.g. price), the Products will be ordered according to the criterion selected by the Customer.

**3. Identical products offered for sale on the Website by two or more Sellers**

If identical Products (i.e. same model, colour and size) are offered for sale on the Website by two or more different Sellers, the Seller offering the lowest price and shipping costs will be selected.

**4. Pre-owned products**

The raking of pre-owned products follows the rules detailed in 1.1 and 1.2.

**ANNEX D**  
**MANDATORY ATTRIBUTES**

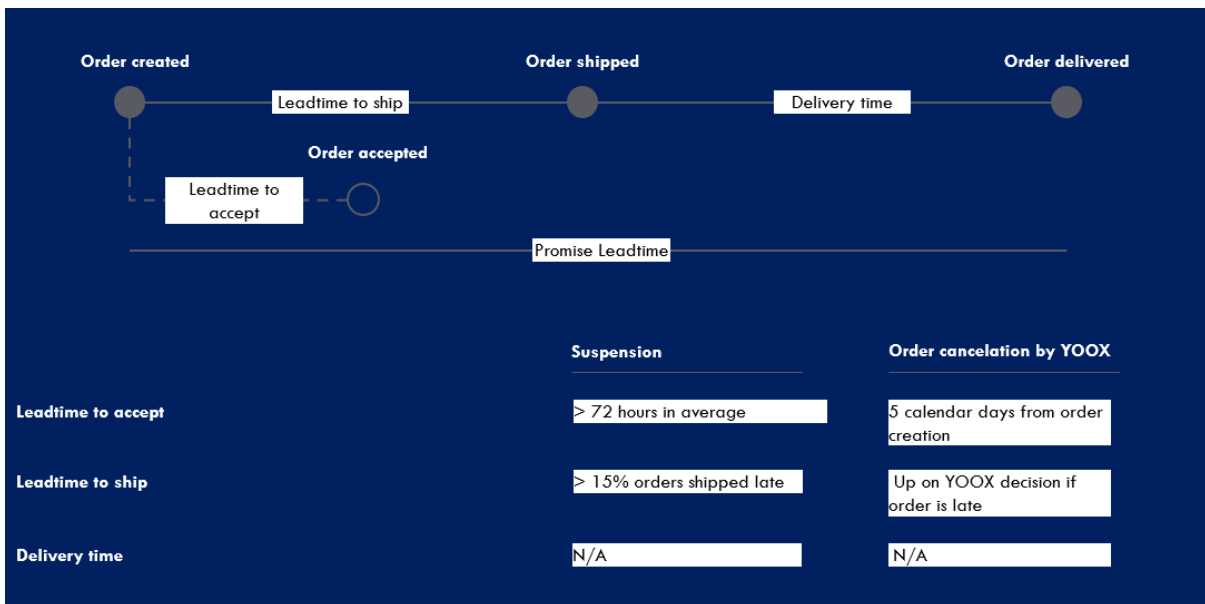
- Sku
- Product Title
- Brand
- Variant group code
- Material composition
- Model title (Obligatory for Design and Sneakers)
- Product category
- Gender (male, female, unisex)
- Presence of fur
- Language descriptions or qualitative attributes that classify the product ( e.g., collar/sleeves/type of bag/heel size etc.)
- At least 2 Images as per Annex F (Photo Guidelines)
- Size
- Bags model
- Hi-tech model
- Dresses model
- Status of wear (only for pre-owned products)



## ANNEX E SERVICE LEVEL AGREEMENT

	Description	Value	Quality alert	Suspension	
Order acceptance	Acceptance time	Average time period between when an order notification is sent to the seller account and when the order is accepted	Less than	48 hours	72 hours
	Acceptance rate	Number of accepted orders divided by the total number of orders	From	95%	90%
Delivery	Late shipment rate	Number of orders shipped later than the shipping deadline divided by the total number of orders	Less than	12%	15%
After sales	Incident rate	Number of order lines with at least one incident divided by the total number of accepted order lines	Less than	12%	15%
	Refund rate	Number of order lines with at least one refund divided by the total number of accepted order lines	Less than	N/A	N/A
	Response time	Average time period in which a seller account responds to a customer's order-related message	Less than	72 hours	96 hours

> **Suspended** sellers' offers are no longer visible on YOOX assets, reactivation possible conditioned by a clear action plan from the Seller



## ANNEX F PHOTO GUIDELINES

*packshot*



1334 px

1000 px

*with model*



2000 px

1571 px

**At least 2 images required (2 packshots or a mix)**

**Packshot images (at least 1 mandatory):**

- > photo format: **.jpg**
- > background colour: **white only**
- > min. dimensions: **1571 x 2000 px**
- > min. resolution: **72 dpi** (suggested 96 dpi)

**Model images:**

- > photo format: **.jpg**
- > background colour: **white (1<sup>st</sup> pic mandatory) or light grey(all other pics)**
- > min. dimensions: **1571 x 2000 px**
- > min. resolution: **72 dpi** (suggested 96 dpi)

**ANNEX G**

**JOINT CONTROLLERSHIP AGREEMENT**

**pursuant to Article 26, Paragraph 1 of the GDPR  
between YOOX and the Seller**

WHEREAS

- a) the Marketplace Agreement governs the Seller's offer and sale of Products through the Website (i.e. the website with domain name www.yoox.com as well as on the APP version of the website and the YOOX mobile application) and the provision of determined services by YOOX. This agreement (hereinafter "**Agreement**") is an integral and essential part of the Marketplace Agreement;
- b) in relation to the Website, certain activities involve the processing of personal data of users and customers of the Website, with respect to which the Parties jointly determine the purposes and means of the processing;
- c) the Parties, in the cases referred to in the paragraph above, must consider themselves, as per actual designation, "Joint Controllers" as per Article 26 of Regulation (EU) 2016/679, as better illustrated in this Agreement;
- d) the Parties, as Joint Controllers, are required to determine in a transparent manner, through a specific internal agreement, their respective responsibilities regarding compliance with the obligations arising from Regulation (EU) 2016/679.

WHEREAS, THE PARTIES HEREBY AGREE AS FOLLOWS:

**Article 1. Definitions**

- 1.1 For the purposes of this Agreement, capitalised terms included in this article shall retain the meaning established below, while additional capitalised terms included in the Agreement shall retain the meaning from time to time indicated or defined in the Marketplace Agreement.
- a. "Regulation": Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such Data, and repealing Directive 95/46/EC (General Data Protection Regulation);
  - b. "Privacy code": Italian Legislative Decree of 30 June 2003 no. 196, as amended by Italian Legislative Decree of 10 August 2018 no. 101;
  - c. "Data Controller" or "Controller", "Joint Data Controller" or "Joint Controller", "Data Processor" or "Processor", "Data Subject", "Personal Data" or "Data", "Data Breach", "Processing", "Record of Processing Activities", "Data Protection Officer", "Data protection impact assessment" and "Supervisory authority": these terms shall retain the meaning established in the official Italian translation of the Regulation.

**Article 2. Purpose.**

- 2.1. This Agreement covers the determination of the respective responsibilities of the Joint Controllers, i.e. YOOX and the Seller, regarding compliance with the obligations arising from the Regulation, with particular regard to the exercise of the rights of the Data Subject and the respective functions of communicating the information referred to in Articles 13 and 14 of the Regulation, solely with respect to the Processing of Personal Data carried out jointly by the Parties in relation to the Marketplace Agreement, which are described in this Agreement.
- 2.2. The Parties shall determine their respective responsibilities regarding compliance with the obligations arising from the Regulation, as well as from the Data Protection Legislation, in a manner consistent with the role actually assigned to them and the activities carried out by each of them within the scope of the Processing activities subject of this Agreement.
- 2.3. This Agreement is drawn up in accordance with the indications relating to "Processing as Joint Controllers" (hereinafter "**Joint Controllership**") provided by the European Data Protection Board (EDPB) within the "Guidelines 07/2020 on the concepts of controller and processor in the GDPR", version 2.0, adopted on 07 July 2021, as well as the indications contained in the decisions of the Court of Justice of the European Union referred to in the aforementioned guidelines.
- 2.4. This Agreement is aimed at and shall apply solely to the Processing carried out by the Parties as Joint Controllers in connection with the Marketplace Agreement. For Processing activities other than those covered by this Agreement, each Party must be considered, as per actual designation, an independent Controller relating to such Processing as per Article 4, no. 7, of the GDPR, except for further cases in which YOOX acts as Processor pursuant to and in the cases referred to in Annex H.
- 2.5. In particular, with reference to the Processing of Personal Data relating to the Marketplace Agreement, the Parties acknowledge that YOOX is the sole and independent Controller with regard to the Processing of Data concerning

the management of the Website, its utilisation by users and the provision of services provided to users through the Website (including but not limited to: browsing the Website, services related to the registration of the user to the Website, newsletter service, etc.), as well as the sale of Products offered directly by YOOX on the Website, while the Seller is the sole and independent Controller with regard to the Processing of Data directly related to the sales contract concluded with the Data Subject relating to their Products offered for sale through the Website (payment, delivery, withdrawal, returns management, legal guarantee, after-sales assistance different from that provided acting as Joint Controllers and described in more detail in Article 3 of this Agreement).

- 2.6. It is understood between the Parties that the Seller expressly waives hereby to carry out – and undertakes not to carry out – any Processing concerning the sending of advertising or direct sales material or for carrying out market research or commercial communication (so-called direct marketing purposes) with regard to Data Subjects who are visitors (registered and non-registered to the Website), customers or potential customers (registered and non-registered to the Website) of the Website, including those with whom they have concluded sales contracts for their Products offered for sale through the Website.
- 2.7. In order to ensure the correct fulfilment of the requirements of the Data Protection Legislation, the Parties undertake to commence the Processing activities covered by this Agreement only after fulfilling all the obligations under the Data Protection Legislation.
- 2.8. It is understood that the Parties shall process the Personal Data as Joint Controllers under this Agreement in accordance with the provisions of this Agreement and only as set forth therein. The Parties shall communicate Data from one to the other only if and to the extent strictly necessary for the proper performance of the provisions of this Agreement. The Parties also undertake to process such Data only for the purposes of the Joint Controllership provided for in this Agreement, except as necessary for the performance of operations aimed at pursuing other purposes already contemplated in this Agreement or in the Marketplace Agreement.

### **Article 3. Processing carried out as Joint Controllers, stages and related operational scopes of the Parties.**

- 3.1. The Processing activities that the Parties carry out as Joint Controllers are solely those provided for within the scope of the activities described below, limited to the stages specified for each activity.
  - a. **Anti-fraud activities, including the management of chargebacks and disputes related to payments made in connection with the sale of Seller's Products on the Website, including in conjunction with YOOX Products.** The scope of this Processing and its details are reported respectively in Paragraph 3.3 below and Article 4;
  - b. **"Management of online sales" of the Products offered by the Seller on the Website.** In relation to this activity, the Processing activities carried out as Joint Controllers are exclusively those foreseen in the stages starting from when a Data Subject sends a purchase order proposal of a Seller's Product through the Website, up to the moment the Seller sends to said Data Subject the acceptance or non-acceptance of the purchase order proposal, including also the related assistance activity to the users of the Website and customers relating to the aforementioned stages (excluding, therefore, assistance for activities concerning the Processing activities carried out by each of the Parties as Data Controllers), the Processing activities strictly linked to the management of the sales operations of the Seller's Products through the Website (management of the Website user's order, management of the operations necessary for the fulfilment of the sales contract between the Seller and the Website user, related customer assistance activities). The scope of these Processing activities and their details are described, respectively, in Paragraph 3.3 and Article 4 below.
- 3.2. The choice of Processing tools (hardware, software, networks, etc.) provided for the Processing of Data as Joint Controllers, including the subsequent modification and updating of such tools, is the sole responsibility of YOOX, which may therefore provide for this autonomously. This is without prejudice to the Seller's competence limited to the choice of the tools it uses to carry out the Processing activities covered by this Agreement within its own offices and other facilities dedicated to Processing activities that solely pertain to the Seller. In any case, with respect to Processing tools, both Parties are required to comply with the security obligations provided for in Article 13 of this Agreement.
- 3.3. The table below indicates, for each activity that entails Processing activities carried out as Joint Controllers under this Agreement, the operational scope of Processing activities carried out by each of the Parties as Joint Controllers, meaning the activities that involve the performance of Processing activities falling under the specific sphere of competence of each of the Parties. In light of the indications contained in the EDPB guidelines referred to in Paragraph 2.3 above, the Parties acknowledge that Joint Controllership exists even where one of the Joint Controllers is not competent with respect to the material performance of Processing activities, provided that there's the joint participation of the two Joint Controllers in the determination of the purposes and means of the Processing.

no.	Activities	Operational scope of YOOX	Operational scope of the Seller
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1	Anti-fraud activities, including the management of chargebacks and disputes related to payments, in connection with the sale of Seller's Products on the Website, including in conjunction with YOOX Products.	<i>Collection of Data Subjects' Data: analysis of the Data collected; transmission of the Data Subject's Data to the Seller, so that the latter can be notified about possible fraudulent activities; Processing activities necessary to prevent the perpetration of fraud by the Data Subjects.</i>	<i>Processing activities necessary to prevent fraud by Data Subjects "to be checked", subsequent to the order acceptance.</i>
2	"Online sales management" of the Products offered by the Seller on the Website.	<i>Collection of data relating to Data Subjects' purchase order proposals; transmission of data relating to Data Subjects' purchase order proposals to the Seller; Sending communications to Data Subjects relating to the order proposals transmitted (e.g. confirmation of receipt of the proposal, acceptance or non-acceptance of the proposal); customer service activities related to this operational scope.</i>	<i>Management of Data relating to Data subjects' purchase order proposals and management activities of such proposals, in any case no later than acceptance or non-acceptance of the aforementioned order proposals; provision of indications regarding the sending of communications to Data Subjects regarding the transmitted order proposals (e.g. confirmation of receipt of the proposal, acceptance or non-acceptance of the proposal); customer service activities related to this operational scope.</i>

**Article 4. Characteristics of Processing activities carried out as Joint Controllers.**

4.1. The table below indicates the characteristics of Processing activities carried out as Joint Controller by each Party (purpose of the Processing, legal basis, categories of Data Subjects and Personal Data involved in the Processing, Data retention) with reference to the respective operational scope of competence, for each activity that requires Processing activities carried out as Joint Controllers.

<b>1. Activities:</b> Prevention and suppression of fraud, counterfeiting and abusive behaviours, including the management of chargebacks and disputes related to payments, in connection with the sale of Seller's Products on the Website, including in conjunction with YOOX Products.		
	YOOX	Seller
<i>Purposes of Processing</i>	<i>Prevention and suppression of fraudulent behaviours with respect to the sale of Seller's Products on the Website, including in conjunction with YOOX Products, including the management of chargebacks and disputes related to payments.</i>	<i>Prevention and repression of fraudulent behaviours regarding the sale of Seller's Products on the Website, including in conjunction with YOOX Products, including the management of chargebacks and disputes related to payments.</i>
<i>Legal basis of Processing</i>	<i>Legitimate interest (Article 6, Paragraph 1, Letter f) of the Regulation). In particular: legitimate interest in the prevention and suppression of fraudulent behaviours that may compromise the profitability of the Website and the security of Website users, with respect to the sale of Seller's Products on the Website, including in conjunction with YOOX Products.</i>	<i>Legitimate interest (Article 6, Paragraph 1, Letter f) of the Regulation). In particular: legitimate interest in the prevention and suppression of fraudulent behaviours that may compromise the profitability of the sale of its own Products on the Website and the security of Website users.</i>

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<i>Categories of Personal Data</i>	<i>Website visitor/customer's IP address, purchases made, data relating to shipments and returns, data relating to purchase orders, payment data, characteristics prior to withdrawals and returns.</i>	<i>Data relating to purchase orders and to shipments with reference to orders involved in chargebacks and disputes related to payments made.</i>
<i>Categories of Data Subjects</i>	<i>Website visitors (registered or non-registered), Website customers and potential customers (registered or non-registered).</i>	<i>Website customers and potential customers (registered or non-registered).</i>
<i>Data retention period</i>	<i>Data related to payments: retention until the payment has been certified and the relative administrative and accounting formalities have been fulfilled, following the deadline applied for payment disputes. This is in any case without prejudice to further storage due to the need to process the Data for the purposes of protecting the rights of the Controller or of a third party (until the conflict situation or the legal dispute requiring to process the Data can be considered definitively resolved), as well as to requests from competent authorities for the prevention and suppression of crimes (for as long as necessary).</i>	<i>Data related to purchase orders and to shipments: retention until the relative administrative and accounting formalities have been fulfilled, following the expiry of the right of withdrawal and the deadline applied for payment disputes. This is in any case without prejudice to further storage due to the need to process the Data for the purposes of protecting the rights of the Controller or of a third party (until the conflict situation or the legal dispute requiring to process the Data can be considered definitively resolved), as well as to requests from competent authorities for the prevention and suppression of crimes (for as long as necessary).</i>
<b>2. Activities:</b>	"Online sales management" of the Products offered by the Seller on the Website, including Processing activities from the moment the order is sent by the Website customers to the conclusion of the relevant sales contract.	
	YOOX	Seller
<i>Purposes of Processing</i>	<i>Ensure the proper functioning of the Website, by managing purchase orders relating to Seller's Products also in conjunction with YOOX's Products, including related customer service activities.</i>	<i>Sale of its own Products through the Website, by managing the related purchase orders.</i>
<i>Legal basis of Processing</i>	<i>The Processing is necessary for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract (Article 6, Paragraph 1, Letter b) of the Regulation), with reference to the "General Terms and Conditions of Use" governing the information society service (online sales) provided by YOOX through the Website.</i>	<i>The Processing is necessary for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract (Article 6, Paragraph 1, Letter b) of the Regulation), with reference to the sales contract between Website users and the Seller and the pre-contractual stage between these same subjects.</i>
<i>Categories of Personal Data</i>	<i>Name and surname, email address, shipping address, billing address, telephone number, payment details and other information included in purchase orders.</i>	<i>Name and surname, shipping address, billing address, telephone number and other information included in purchase orders.</i>
<i>Categories of Data Subjects</i>	<i>Website visitors (registered or non-registered), Website customers and</i>	<i>Website customers and potential customers (registered or non-</i>

	<i>potential customers (registered or non-registered).</i>	<i>registered).</i>
<i>Data retention period</i>	<i>30 days from the expiry of the deadline for contesting the payment and in any case at the conclusion of the related administrative and accounting formalities, without prejudice to the further storage of Data required by law.</i>	<i>30 days from the expiry of the deadline for contesting the payment and in any case at the conclusion of the related administrative and accounting formalities, without prejudice to the further storage of Data required by law. In the event of the conclusion of the sales contract with the Data Subject, the subsequent storage of the data is carried out by the Seller as independent Controller.</i>

**Article 5. Principles applicable to the Processing of Personal Data and lawfulness of Processing.**

- 5.1. Each of the Parties undertakes to carry out the Processing activities covered by this Agreement, within the scopes and stages of their respective competence, in strict compliance with the principles applicable to such Processing as per Article 5 of the Regulation.
- 5.2. The Parties undertake to adequately document the fulfilment of the obligations imposed by the Data Protection Legislation that fall within their respective competence under this Agreement in accordance with the principle of accountability set out in the Regulation (Article 5, Paragraph 2 and Article 24), adopting the necessary organisational and technical measures to this effect and maintaining documentation proving compliance with said obligations for ten (10) years after the termination, for whatever reason, of this Agreement or the Marketplace Agreement.
- 5.3. With respect to Processing activities performed as Joint Controllers based on the legal basis pursuant to Article 6, Paragraph 1, Letter f) of the Regulation, each of the Parties undertakes to carry out their own “legitimate interest assessment” (i.e. the assessment necessary to fulfil said condition of lawfulness in accordance with the Regulation). It is understood that, upon written request, each of the Parties shall provide the other with information regarding the Processing activities carried out as Joint Controller falling within their own operational scope, as defined in Article 3 of this Agreement, as may be necessary to complete the aforementioned assessment. The Parties also undertake to provide the Data Subjects, upon their request, with information relating to the assessments carried out, in compliance with Article 7 of this Agreement.

**Article 6. Transparency obligations.**

- 6.1 YOOX undertakes to provide the Data Subjects – through a dedicated page on the Website accessible through a link included both in the footer of each page of the Website, and as part of the Data Subjects’ registration process to the Website, as well as via request to the customer service by calling the number 800593888 or submitted in writing to our [Customer Care](#) service by selecting “privacy”, or by writing to the address of the Controller indicated above – with information on the Processing of Personal Data carried out as Joint Controllers covered by this Agreement, in accordance with Articles 12-14 of the Regulation and, more broadly, with the Data Protection Legislation, in a concise, transparent, intelligible and easily accessible form, using simple and clear language. This information is set forth in Appendix A to this Agreement (“Policy on the Processing of Personal Data as Joint Controllers”, notwithstanding the numbering of paragraphs that will be adapted when the policy is published on the Website), which the Seller, by signing the Marketplace Agreement, declares to approve in its entirety.
- 6.2 In order to fully fulfil the obligation to provide information on the Processing of Personal Data covered by this Agreement, the Seller undertakes to provide YOOX with the required information of their competence as per Articles 12-14 of the Regulation (set forth in Appendix A to this Agreement) and, more broadly, with the Data Protection Legislation, regarding Processing of Personal Data carried out as Joint Controller falling within their operational scope of competence, as defined in Article 3 of this Agreement, within 15 (fifteen) days from the effective date of the Marketplace Agreement, by uploading it on the Website as part of their own policy provided by each individual Seller published on the Website and accessible via the dedicated link included in each of the Seller's product sheets on the Website.
- 6.3 In accordance with Article 26, Paragraph 2 of the Regulation, YOOX undertakes to make available to the Data Subject, through a dedicated section included in the policy referred to in Paragraph 6.1 above, the essential content of this Joint Controllership Agreement, as well as to inform the Data Subjects about the contact details as provided in Article 8. The essential content of this Agreement (“Essential Content of the Joint Controllership Agreement”) to be made available to the Data Subjects is set forth in Appendix B to this Agreement, which the Seller, by entering

into the Marketplace Agreement, declares to approve in its entirety. Any changes to the above essential content of this Joint Controllership Agreement shall be agreed in writing by the Parties.

- 6.4 The Parties undertake to keep up to date the information that each of them is required to provide to the Data Subjects pursuant to the preceding Paragraphs of this Article.
- 6.5 With reference to the requirement to make “material or substantial” updates (i.e. not merely stylistically formal) to the policy referred to in Paragraph 6.1, YOOX undertakes to give prior notice to the Seller by sending an email to the address indicated in Paragraph 21.2 of the Marketplace Agreement: in the event that no feedback is sent to YOOX within the following 3 (three) days by email sent to the addresses indicated in Paragraph 21.2 of the Marketplace Agreement, the changes shall be deemed fully approved and accepted by the Seller. Updates to the policy described in Paragraph 6.1 above that are not “material or substantial”, but merely stylistically formal, may be made by YOOX without giving prior notice to the Seller. In the event that the Seller intends to update the information relating to their operational scope, which they are required to provide to YOOX as per Paragraph 6.2 above, the Seller shall promptly and with sufficient notice send an email to the addresses indicated in Paragraph 21.2 of the Marketplace Agreement.

## **Article 7. Obligations and procedures regarding the Data Subject’s Rights.**

- 7.1. The Parties shall take all necessary technical and organisational measures to ensure respect for the Data Subject rights as provided for in the Regulation (Articles 12-22 of the Regulation) in accordance with the methods and timing provided for by the Regulation and, more widely, by the Data Protection Legislation.
- 7.2. Notwithstanding that the Data Subject may exercise their rights in respect of and against each of the Parties (as per Article 26, Paragraph 3 of the Regulation), YOOX undertakes to respond to any Data Subjects’ request regarding the exercise of their rights described in the Regulation and to any other Data Subjects’ request regarding the Processing of Personal Data in relation to the Processing of Personal Data carried out as a Joint Controller, in compliance with Article 12 of the Regulation and the Data Protection Legislation. In the event that the request submitted by a Data Subject is of particular complexity or concerns Processing activities falling within the operational scope of the Seller (in whole or in part), as defined in Article 3 of this Agreement or otherwise requires the involvement of the Seller, YOOX agrees to promptly notify the Seller and request the latter to cooperate as necessary to satisfy such request.
- 7.3. To enable YOOX to fulfil its obligations as per Paragraph 7.2, the Seller undertakes to promptly provide YOOX, by sending an email to the addresses indicated in Paragraph 21.2 of the Marketplace Agreement with: i) requests for exercising the Data Subject’s rights and other requests regarding the Processing of Personal Data carried out as Joint Controllers covered by this Agreement that the Seller may receive from the Data Subjects; ii) any necessary information, where the Data Subject’s request concerns Processing activities that relate (in whole or in part) to the operational scope of the Seller.
- 7.4. In any case, in order to ensure the effective and uniform management of the Data Subjects’ requests relating to Processing of Data carried out as Joint Controllers, each Party, regardless of the obligation to accept the Data Subject’s request, undertakes to provide the other Party with the cooperation required to ensure that the Data Subjects’ requests are fully and promptly satisfied.
- 7.5. YOOX shall guarantee the provisions of Paragraph 7.2, in particular by making available to the Data Subjects a dedicated email address, telephone number, dedicated webpage in the “Customer Care” section of the Website: the above shall be announced on the Website, as part of the information referred to in Paragraph 6.1 above.

## **Article 8. Point of contact for the Data Subject.**

- 8.1. To facilitate the Data Subjects in the exercise of their rights as well as in the communications with the Joint Controllers, the Parties agree to designate YOOX as a contact point for the Data Subjects, it being understood that the Data Subjects may exercise their rights in respect of and against each of the Parties (as per Article 26, Paragraph 3 of the Regulation).
- 8.2. For the purposes of Paragraph 8.1 above, YOOX shall be contactable by the Data Subjects in the manner and at the addresses indicated in Paragraph 7.5. YOOX shall be identified, including its contact details, as a point of contact in the policy referred to in Paragraph 6.1 above.
- 8.3. The Seller hereby expressly accepts that any change in the contact details of YOOX as contact point may take place, at YOOX’s discretion, directly through the publication of new contact details in the policy referred to in Paragraph 6.1 above.

## **Article 9. Data protection by design and by default.**

- 9.1. The implementation, default configuration and operation of the systems provided for carrying out the Processing activities covered by this Agreement shall comply with the provisions set forth in the Regulation and, more widely, in the Data Protection Legislation. In particular, the Parties shall take appropriate technical and organisational



measures, as well as other safeguards necessary to ensure compliance with data protection requirements by design and by default, in accordance with Article 25 of the Regulation:

## **Article 10. Third-party providers and Processors.**

10.1. Each Party undertakes to comply with the obligations set forth in Article 28 of the Regulation and the Data Protection Legislation, also in accordance with the indications provided in this regard by the EDPB in the abovementioned Guidelines 07/2020, in reference to the providers they use to undertake the Processing activities within their own operational scope, as defined by Article 3 of this Agreement. In particular, the Parties undertake to:

- a. use only providers who provide sufficient guarantees to put in place adequate technical and organisational measures, so that the related Processing activities meet the requirements of the Regulation and guarantee the Data Subject's rights, regulating these obligations with such providers by contract and in writing;
- b. enter into a contract or other legal act within the meaning of Article 28(3) of the Regulation with the providers carrying out their activities as "Processors", containing also the instructions to be followed by such providers in order to ensure compliance with this Agreement;
- c. monitor the activities of the respective providers appointed as Processors, it being understood that each Party remains fully and solely liable towards the other for any breach of the Data Protection Legislation or of this Agreement attributable to or in any case attributable to the activities of their respective providers appointed as Processors;

10.2. With reference to the providers that a Party may use for the Processing activities covered by this Agreement and who carry out such activities as independent Controllers, said Party undertakes to:

- a. use only providers who provide sufficient guarantees to put in place appropriate technical and organisational measures, so that the related Processing activities meet the requirements of the Regulation and guarantee the Data Subject's rights;
- b. enter into a written contract or other binding legal act with said suppliers, which details and governs the obligations regarding technical and organisational security measures, the Data Subject's rights and Processing requirements as demanded by the Regulation as per Letter a) above of this Paragraph 10.2;
- c. monitor the activities of said providers, it being understood that each Party remains fully and solely liable towards the other for any breach of the Data Protection Legislation or of this Agreement attributable to or in any case attributable to the activities of their respective providers.

## **Article 11. Persons authorised to process Data.**

11.1. Each Party undertakes to provide the persons authorised to carry out the Processing activities covered by this Agreement under their direct authority with the necessary instructions to ensure compliance with the Data Protection Legislation and this Agreement, as well as to ensure that such persons are committed to confidentiality or that they have an appropriate applicable legal obligation of confidentiality, both during the course of their employment or collaboration with the Party under whose authority they operate and after the termination of such relationship.

11.2. Each Party shall be solely and exclusively liable to the other for any breach of the Data Protection Legislation, as well as of this Agreement, attributable to persons authorised to process Data acting under their direct authority.

## **Article 12. Records of Processing activities**

12.1. The Parties undertake to promptly update their Records of Processing activities in accordance with Article 30 of the Regulation, indicating in full the characteristics of the Processing of Data carried out as Joint Controllers covered by this Agreement, including the name and contact details of the other Joint Controller.

## **Article 13. Security measures.**

13.1. The Parties, with reference to Processing activities relating to the operational scope of their competence as per Article 3 of this Agreement and with particular reference to the Processing "tools" controlled by each of them (software, hardware, equipment, networks, archives, physical premises, personnel involved in the Processing, etc.), undertake to ensure a level of security of the Processing activities covered by this Agreement appropriate to the risk of varying probability and severity to the rights and freedoms of the Data Subjects, adopting the necessary and adequate technical and organisational security measures, in compliance with all provisions set forth in Article 32 of the Regulation and, more widely, by the Data Protection Legislation. In particular, the Parties will take the measures set out in Appendix C to this Agreement, without prejudice to the obligation to implement, in addition to

or in substitution of the latter, the appropriate measures referred to in the aforementioned Article 32 of the Regulation.

- 13.2. The Parties guarantee compliance with the abovementioned security obligations for the entire duration of the Processing of Personal Data covered by this Agreement, including the entire retention period of the aforementioned Personal Data, therefore also after the termination, for any reason, of this Agreement and/or the Marketplace Agreement.

#### **Article 14. Personal Data Breach.**

- 14.1. In accordance with the indications provided by the EDPB (see Guidelines 07/2020, cit., p. 49, footnote 74), the Parties establish that YOOX shall be responsible for fulfilling the obligations of notification to the Supervisory Authority and of communication with the Data Subjects as set forth respectively in Articles 33 and 34 of the Regulation in the event of a Personal Data Breach pertaining to the Processing activities covered by this Agreement, including the undertaking of the necessary assessments to determine whether it is necessary to fulfil the aforementioned notification and communication obligations.
- 14.2. Notwithstanding the provisions set forth in Paragraph 14.1 above, with regard to the Processing activities covered by this Agreement falling within the Seller's operational scope and carried out solely through Processing tools (software, hardware, equipment, networks, archives, physical premises, personnel involved in the Processing, etc.) that are solely controlled by the Seller, the Seller shall be solely responsible for the fulfilment of the obligations of notification to the Supervisory Authority and communication with the Data Subjects as per Articles 33 and 34 of the Regulation.
- 14.3. The Parties shall inform each other of any Personal Data Breach as referred to in Paragraphs 14.1 and 14.2 above, even if only alleged or feared, of which they become aware, without delay and in any case no later than 48 (forty-eight) hours after the discovery of the Breach or the alleged Personal Data Breach (and, in any case, before fulfilling any notification and communication obligations as per Articles 33 and 34 of the Regulation, in order to allow the other Party to provide supplementary information or otherwise contribute to these obligations), in particular by providing the other Party with all the information set forth in Article 33, Paragraph 3 of the Regulation, where possible. Such communication shall be sent via email to [DPO@ynap.com](mailto:DPO@ynap.com), also keeping the address [DPC@ynap.com](mailto:DPC@ynap.com) in copy.
- 14.4. In the same manner as in Paragraph 14.3 above, the Parties shall also inform each other, without delay, of the activities undertaken following the occurrence of a Personal Data Breach in order to mitigate its effects and prevent further breaches and, in any case, shall provide maximum cooperation to the other Party, so as to allow the effective and timely management of any Personal Data Breach, in accordance with the obligations set forth in the Data Protection Legislation.

#### **Article 15. Data protection impact assessment.**

- 15.1. Should the Parties consider that one or more of the Processing activities carried out as Joint Controllers covered by this Agreement, as per the criteria provided for in Article 35 of the Regulation and the other relevant provisions of the Data Protection Legislation, require the performance of a Data Protection Impact Assessment as per Article 35 of the Regulation (*Data Protection Impact Assessment*, hereinafter referred to as "DPIA"), before starting the Processing activities the Parties shall, each for the operational scope of their competence, carry out the DPIA as per Article 35 of the Regulation and the WP 248 rev. 01 Guidelines approved by the EDPB. Where necessary, either Party may ask the other to share the outcome of the DPIA they carried out by email sent to the addresses indicated in Paragraph 21.2 of the Marketplace Agreement.
- 15.2. Following the start of the Processing activities carried out as Joint Controllers covered by this Agreement, if the Parties consider that one or more of the Processing activities covered by this Agreement, due to circumstances that have occurred (including but not limited to, the content of new provisions of the Supervisory Authority or a change in risks presented by the Processing for the rights and freedoms of the Data Subject), require undertaking a DPIA, the Parties shall do so in accordance with the procedures set forth in Paragraph 15.1 above.
- 15.3. The Party that detects the need to undertake the review of a DPIA performed as per Paragraphs 15.1 and 15.2 above, including as part of the DPIA's regular verification activities, shall notify the other Party by sending an email to the addresses indicated in Paragraph 21.2 of the Marketplace Agreement, so that the DPIA previously undertaken can be updated, as per the procedures set forth in Paragraph 15.1 above.
- 15.4. When fulfilling the obligations set forth in this Article 15, each Party may provide the other with the cooperation and information necessary to undertake the DPIA of their competence without having to compromise any secrets (including but not limited to, intellectual property, confidential business information) or disclose vulnerabilities, in accordance with the item set forth in the EDPB (see Guidelines 07/2020, cit., p. 49, footnote 75).
- 15.5. If the results of the Data Protection Impact Assessment referred to in the paragraphs above of this Article 15 indicate the need to proceed with a preventative consultation as per Article 36 of the Regulation, said consultation

shall be carried out by YOOX, with the Seller's obligation to cooperate in said consultation by promptly providing YOOX with the support and information necessary to this effect.

- 15.6. Each of the Parties shall solely bear the costs of undertaking or reviewing the DPIA of their competence as per the Paragraphs above of this Article 15. With reference to any preventative consultations as referred to in Paragraph 15.5, the related costs shall be calculated in good faith by YOOX according to the circumstances of each individual case and charged to the Parties equally.

#### **Article 16. Data Protection Officer.**

- 16.1. YOOX has designated a Data Protection Officer (or "DPO"), whose contact details are included in the policy set forth in Appendix A to this Agreement.
- 16.2. The Seller undertakes to designate a Data Protection Officer, if not already designated, if it believes that the fulfilment of the Processing activities carried out as Joint Controllers covered by this Agreement require such designation as per Article 37 of the GDPR. The Seller undertakes to indicate the contact details of their DPO, where designated, by uploading them on the Website as part of their own policy published on the Website and accessible from the dedicated link available in each of the Seller's product sheet on the Website. provided by each individual Seller published on the Website and accessible via the dedicated link included in each of the Seller's product sheets on the Website.

#### **Article 17. Transfer of Personal Data to Third-party Countries.**

- 17.1. Where the Processing activities relating to the operational scope of YOOX as per Article 4, also through the providers and Processors used by said Party, require the transfer of Personal Data outside the European Union and/or the European Economic Area, YOOX undertakes to carry out such transfers solely in compliance with the provisions set forth in Chapter V of the Regulation and, in any case, to ensure that the level of protection of individuals guaranteed by the Regulation is not affected by the transfer of Data abroad.
- 17.2. With reference to the Processing activities relating to the Seller's operational scope as per Article 4, the latter undertakes not to carry out any Processing activities involving the transfer of Personal Data outside the European Union and/or the European Economic Area, not even through its own providers and Processors. In the event that such Processing activities are indispensable for the provision of their service, the Seller shall notify YOOX by sending an email to the addresses indicated in Paragraph 21.2 of the Marketplace Agreement giving a notice of 30 (thirty) days before the start of the transfer, also updating the information referred to in Paragraphs 6.1 and 6.2 above as per Paragraph 6.5 where applicable. In the latter case, the Seller shall undertake to carry out such transfers solely in compliance with the provisions set forth in Chapter V of the Regulation and, in any case, to ensure that the level of protection of individuals guaranteed by the Regulation is not affected by the transfer of Data abroad.

#### **Article 18. Obligations to cooperate.**

- 18.1. With reference to the Processing activities covered by this Agreement, each Party undertakes:
- to cooperate with the other Party fairly and in good faith, in a timely and appropriate manner so as to ensure that the Processing activities are carried out in accordance with the Data Protection Legislation;
  - to promptly and comprehensively inform the other Party if they become aware of any breach or potential breach of the provisions set forth in the Data Protection Legislation and this Agreement;
  - to promptly inform the other Party of any action or request for compensation by a Data Subject or of any communication, action or inspection from a Supervisory Authority, judicial authority or entities acting on their behalf, and to fully cooperate with those authorities also in the interests of the other Party.

#### **Article 19. Liability of the Parties.**

- 19.1. Regardless of the distribution of liability set forth in this Agreement, the Parties shall remain jointly and severally liable to any Data Subject who suffers harm as a result of a breach of the Data Protection Legislation relating to the Processing activities carried out as Joint Controllers covered by this Agreement, in accordance with the rules to this effect set forth in the Regulation.
- 19.2. It is understood between the Parties that each of them shall be liable to the other for all and only those damages resulting from the breach of obligations towards the other Party as set forth in this Agreement or in the Data Protection Legislation.
- 19.3. Without prejudice to the provisions set forth in Articles 18 and 20 of the Marketplace Agreement, with reference to the Processing activities subject of this Agreement, each of the Parties remains solely responsible towards the other for the fulfilment of the obligations imposed by the Data Protection Legislation that are not specifically provided for or regulated within this Agreement, with sole reference to the Processing activities relating to their operational scope as set forth in this Agreement.

## **Article 20. Duration and termination.**

20.1. This Agreement shall remain in effect until the termination, for any reason, of the Marketplace Agreement. To the extent not expressly provided in this Agreement, the Marketplace Agreement shall apply.

20.2 On the date of termination, for any reason, of this Agreement, the Parties shall cease any Processing activity relating to the Processing activities carried out as Joint Controllers covered by this Agreement, except to retain the relevant Personal Data or continue the Processing activities that each Party shall undertake as independent Controller as per the Data Protection Legislation.

## **Article 21. Express termination clause.**

21.1 Without prejudice to any compensation for further damage, as per Article 1456 of the Italian Civil Code, it is expressly agreed that this Agreement shall terminate automatically if one of the Parties commits a serious breach of the provisions of this Agreement or fails to comply with an obligation set forth in the Data Protection Legislation in relation to the Processing activities carried out as Joint Controllers covered by this Agreement, such as the breach of obligations concerning:

- the provision of information to Data Subjects as per Article 6 of the Agreement;
- the timely response to any request to exercise rights from Data Subjects as per Article 7 of the Agreement;
- third-party providers and Processors as per Article 10 of the Agreement;
- the security of the Processing activities as per Article 13 of the Agreement;
- any Personal Data Breach as per Article 14 of the Agreement;
- the drafting of the DPIA as per Article 15 of the Agreement;
- the designation of the Data Protection Officer as per Article 16 of the Agreement;
- the transfer of Personal Data to Third-party Countries as per Article 17 of the Agreement.

## **Article 22. Amendments to Processing in Joint Ownership and the Agreement.**

22.1 Except as otherwise provided in the Agreement, any amendment to the Processing activities carried out as Joint Controllers covered by this Agreement, as described and governed herein, shall be agreed upon in advance between the Parties. In particular, YOOX shall make a proposal for the amendment to the Seller and, in the event that no reply is sent to YOOX within the following 3 (three) days via email sent to the addresses indicated in Paragraph 21.2 of the Marketplace Agreement, the amendments shall be deemed fully approved and accepted by the Seller.

22.2 This Agreement constitutes, together with its Appendixes referred to in Article 23, a complete agreement between the Parties with respect to its subject matter and supersedes for all purposes any prior agreement and covenant between the Parties, whether written or oral. The provisions set forth in the Agreement shall prevail over any inconsistent provisions included in the Marketplace Agreement that, to the extent not expressly governed by the Agreement, shall apply.

## **Article 23. Appendixes.**

23.1 The Appendixes form an essential, integral and substantial part of the Agreement.

23.2 In particular, the Appendixes to this Agreement are as follows:

- Appendix A – Policy on the on the Processing of Personal Data as Joint Controllers
- Appendix B – Essential content of the Joint Controllership Agreement;
- Appendix C – Minimum security measures.

## APPENDIX A

### **Policy on the Processing of Personal Data as Joint Controllers**

#### **A1. Processing of Personal Data carried out by YOOX and its Partners as Joint Controllers.**

##### **A.1.1. General information.**

*Who are the Joint Controllers?*

The yoox.com website (hereinafter referred to as the “Website”) and related services are operated by YOOX. Through the Website, you can purchase products sold by YOOX and its partner sellers (hereinafter referred to as “Partners”).

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For this reason, with respect to particular processing of Personal Data of Website users, YOOX and its Partners are **Joint Controllers**, as they jointly determine the purposes and means of such Processing (hereinafter, YOOX and the Partners are referred to as “Joint Controllers”).

In this section of the extended Website privacy policy you can find information on the Processing of your Personal Data carried out by YOOX and its Partners as Joint Controllers.

We'd like to remind you that:

- **YOOX** also processes your Personal Data as an independent Controller in relation to the purposes indicated in section 1 of this Policy, “Processing of Personal Data carried out by YOOX as an independent Controller”;
- **Partners** also process your Personal Data as independent Controllers in relation to the sale of the products they offer on the Website. For more information on these Processing activities, please see the Partners’ privacy policies, accessible from their product sheets on the Website.

YOOX NET-A-PORTER GROUP S.p.A. (hereinafter referred to as “YOOX”), company with sole shareholder subject to the management and coordination of Compagnie Financière Richemont S.A., Via Morimondo 17 – 20143 Milan (Italy), Tax Code and VAT no. 02050461207.

You can contact YOOX at any time by writing to the above address or to our [Customer Care](#) (by selecting “privacy”) or by calling 800593888.

You can find information on the identity and contact details of the Partners (including the contact details of any Data Protection Officer designated by individual Partners) in each Partner’s privacy policy, accessible from their product sheets on the Website.

For any request regarding the Processing of Data carried out as Joint Controllers, you can contact YOOX at the addresses indicated above: in fact, to facilitate the exercise of your rights, YOOX has been identified as a “**point of contact**” with respect to all questions on the Processing of Data carried out as Joint Controllers by YOOX and its Partners. If you prefer, you can still contact our Partners at the addresses indicated in each Partner’s privacy policy, accessible from their product sheets on the Website.

YOOX has stipulated a specific agreement with its Partners in order to specifically regulate its own commitments and those of the Partners with respect to the obligations provided for in the Data Protection Legislation (so-called “**Joint Controllership Agreement**”). You can view the essential content of the Joint Controllership Agreement in the appropriate policy section.

*Who are the Personal Data Protection Officers (DPOs)?*

YOOX has designated a **Data Protection Officer** or “**DPO**” (*Data Protection Officer*).

If you have any questions regarding the protection of your Personal Data or the exercise of your rights, please contact our Data Protection Officer, either by way of a written letter addressed to the YOOX address indicated above, or via email to the [DPO](#) email address.

The contact details of the Data Protection Officer appointed by a Partner may be found in that Partner’s privacy policy, accessible from their product sheets on the Website.

## **A.1.2. Characteristics of Processing Data carried out as Joint Controllers: purposes, legal bases for Processing, Personal Data processed, retention period, nature of the provision and consequences of non-provision, other information.**

The table below indicates the Processing activities carried out by YOOX and its Partners as Joint Controllers and, for each of them, the purpose, the legal basis, the data processed, the retention period, the nature of the provision and any consequences of non-provision, as well as other useful information.

1. Activities: Prevention and suppression of fraud, counterfeiting and abusive behaviour in relation to the
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sale of Partner's Products on the Website, including the management of chargebacks and disputes related to payments, in connection with the sale of Partner's products on the Website, including in conjunction with YOOX products.		
	YOOX	Partner
<i>Purposes of Processing</i>	Prevention and suppression of fraudulent behaviours with respect to the sale of Partner's products on the Website, including in conjunction with YOOX products, <i>including the management of chargebacks and disputes related to payments.</i> When you purchase only YOOX products or services, your data is processed for anti-fraud purposes solely by YOOX, as independent Controller. More information on this can be found in section 1.3 above.	Prevention and repression of fraudulent behaviours with respect to the sale of its own products on the Website, also in conjunction with YOOX products, including the management of chargebacks and disputes related to payments.
<i>Legal basis of Processing</i>	Legitimate interest (Article 6, Paragraph 1, Letter f) of the Regulation). In particular: legitimate interest in the prevention and suppression of fraudulent behaviours that may compromise the profitability of the Website and the security of Website users, with respect to the sale of Partner's products on the Website, even in conjunction with YOOX products.	Legitimate interest (Article 6, Paragraph 1, Letter f) of the Regulation). In particular: legitimate interest in the prevention and suppression of fraudulent behaviours that may compromise the profitability of the sale of its own products on the Website and the security of Website users.
<i>Personal data processed</i>	Website visitor/customer's IP address, purchases made, data relating to shipments and returns, data relating to purchase orders payment data, characteristics prior to withdrawals and returns.	Data relating to purchase orders and to shipments with reference to orders involved in chargebacks and disputes related to payments made.
<i>Data retention period</i>	Data related to payments: retention until the payment has been certified and the relative administrative and accounting formalities have been fulfilled, following the deadline applied for payment disputes; This is in any case without prejudice to further storage due to the need to process the Data for the purposes of protecting the rights of the Controller or of a third party (until the conflict situation or the legal dispute requiring to process the Data can be considered definitively resolved), as well as to requests from competent authorities for the prevention and suppression of crimes (for as long as necessary).	Data related to purchase orders and to shipments: retention until the relative administrative and accounting formalities have been fulfilled, following the expiry of the right of withdrawal and the deadline applied for payment disputes. This is in any case without prejudice to further storage due to the need to process the Data for the purposes of protecting the rights of the Controller or of a third party (until the conflict situation or the legal dispute requiring to process the Data can be considered definitively resolved), as well as to requests from competent authorities for the prevention and suppression of crimes (for as long as necessary).
<i>Nature of Data provision and consequences of non-provision</i>	The provision of data for this Processing activities is optional, though it is required to submit an order and conclude a sales contract.	The provision of data for this Processing activities is optional, though it is required to submit an order and conclude a sales contract.
<b>2. Activities:</b> "Online sales management" of the products offered by the Partner on the Website, including Processing activities from the moment the order is sent by the Website customers to the		

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conclusion of the relevant sales contract.		
	YOOX	Partner
<i>Purposes of Processing</i>	<p>Ensure the proper functioning of the Website, by managing purchase orders relating to Partner's products, also in conjunction with YOOX Products, including related customer service activities.</p> <p>With respect to the management of sales through the Website of Products only offered by YOOX, your Data is processed solely by YOOX, as an independent Controller. More information on this can be found in Paragraph 1.3.</p>	<p>Sale of its own products through the Website, managing related purchase orders.</p>
<i>Legal basis of Processing</i>	<p>The Processing is necessary for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract (Article 6, Paragraph 1, Letter b) of the Regulation), with reference to the "General Terms and Conditions of Use" governing the information society service (online sales) provided by YOOX through the Website and, where products sold by YOOX are also ordered, with reference to the sales contract between Website users and YOOX and the pre-contractual stage between the same subjects.</p>	<p>The Processing is necessary for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract (Article 6, Paragraph 1, Letter b) of the Regulation), with reference to the sales contract between Website users and Partners and the pre-contractual stage between these same subjects.</p>
<i>Personal data processed</i>	<p>Name and surname, email address, shipping address, billing address, telephone number, payment details and other information included in purchase orders.</p>	<p>Name and surname, shipping address, billing address, telephone number and other information included in purchase orders.</p>
<i>Data retention period</i>	<p>30 days from the expiry of the deadline for contesting the payment and in any case at the conclusion of the related administrative and accounting formalities, without prejudice to the further storage of Data required by law.</p>	<p>30 days from the expiry of the deadline for contesting the payment and in any case at the conclusion of the related administrative and accounting formalities, without prejudice to the further storage of Data required by law.</p>
<i>Nature of Data provision and consequences of non-provision</i>	<p>The provision of data for these Processing activities is optional, although, depending on the case, it may be a necessary requirement for the conclusion or fulfilment of a contract. You are free to share your data or not, but without such data it will not be possible to conclude or fulfil the contract.</p>	<p>The provision of data for these Processing activities is optional, although, depending on the case, it may be a necessary requirement for the conclusion or fulfilment of a contract. You are free to share your data or not, but without such data it will not be possible to conclude or fulfil the contract.</p>

With regard to the retention period, your Personal Data is stored only for the periods of time indicated above. At the end of these periods, your data will be permanently deleted or otherwise irreversibly anonymised. This is without prejudice to cases where retention for a further period is necessary to deal with any disputes, requests from competent authorities or under applicable law.

In any case, for technical reasons, the definitive erasure or irreversible anonymisation of Personal Data shall be concluded within 30 (thirty) days of the terms indicated above.

In relation to all the Processing activities indicated above, your Personal Data is mainly processed through IT and electronic tools.

### **A.1.3. Who will process your Data?**

Your Data will be processed by the Joint Controllers and the subjects appointed by them only when this is indispensable with respect to the Processing purposes described above (see previous paragraph).

Your Personal Data will be processed by staff of the Joint Controllers specifically trained and authorised to process data.

The Joint Controllers also use third parties (providers and business partners) to carry out some of their activities and related processing, to whom they share the necessary Personal Data. In particular, depending on the activity in question, the data will be communicated to the following categories of providers:

- email service providers;
- Internet services providers;
- companies specialised in IT and telematic services;
- companies providing customer assistance;
- companies offering marketing services;
- companies specialised in market research and data processing.

These subjects, adequately selected and providing suitable guarantees of compliance with the rules on the protection of Personal Data, process Personal Data on behalf of the Joint Controllers acting as their "Processors" on the basis of a specific written designation.

Your data is also shared by the Joint Controllers with other third parties, who will process them as independent Controllers, such as:

- couriers and freight forwarders;
- banking operators.

Finally, your data is shared, in accordance with the law and where necessary, with tax authorities, police forces and judicial and administrative authorities for the detection and prosecution of crimes, the prevention and safeguard against threats to public security, to allow the Joint Controllers or a third party to ascertain, exercise or defend a right in judicial, extrajudicial (mediation bodies and bodies with similar functions) and administrative, to fulfil legal obligations, as well as for other reasons related to the protection of the rights and freedoms of others.

### **A.1.4. Transfer of Data outside the European Union**

To fulfil the purposes described above, where strictly necessary, your data is also transferred to countries outside the European Union or the European Economic Area (EEA).

The data is transferred in compliance with the related conditions provided for by current legislation. In particular:

- 1) according to the "adequacy decisions" adopted by the European Commission (more information, including the list of countries for which an adequacy decision is present, can be found [here](#));
- 2) in the absence of an adequacy decision, in compliance with "standard data protection clauses" (or "standard contractual clauses") and in any case, where necessary, including "additional measures" ensuring an equivalent level of Data protection to that established by European legislation;
- 3) in the absence of "standard data protection clauses", in compliance with one of the other "appropriate safeguards" provided by Law (Article 46 of the Regulation (EU) 2016/679).

### **A.1.5. Your rights.**

You can exercise, at any time, the rights described in the Data Protection Legislation, with reference to the specific processing of your Data carried out by the Joint Controllers. Below is a description of these rights and how to exercise



them.

a) **Right to object:** you have the right to object, at any time, to the Processing of your data for “direct marketing” purposes (i.e. for the purpose of sending advertising material or direct selling, or for undertaking market research or commercial communications), without having to indicate the reason why you object. You can also object to profiling carried out for direct marketing purposes. In these cases, we will cease Processing your data for the direct marketing purposes to which you have objected.

You can easily object to the sending of promotional content emails by clicking on the appropriate link found at the bottom of each email received. Please be aware that you may receive further communications from us even after you have requested their termination, as, due to technical reasons, your request may take up to 15 (fifteen) days to come into effect.

You also have the right to object to the processing we carry out on the basis of “legitimate interest” (more information on these Processing activities is described in the previous paragraph), including profiling, by telling us the reasons justifying your request (the law requires these reasons to be related to your particular situation). In this case, after evaluating your request, we will cease the Processing to which you have objected, unless there are reasons that allow us to refuse your request, as required by current legislation.

b) **Right to access:** you can ask us for confirmation that we are Processing your Personal Data and, in relation to the Processing activities carried out, you can obtain access to your data and additional information about its Processing (purposes of Processing, categories of data, recipients to whom the data was disclosed, data retention period, exercisable rights, information on the origin of the data, automated decision-making processes and data transfer to non-EU/EEA countries). In particular, you have the right to obtain a copy of your Personal Data we are processing.

c) **Right to rectification:** you have the right to have your inaccurate Personal Data rectified without undue delay. You can also request the supplementation of your Personal Data, in the event that the data is incomplete with respect to the purpose for which it is processed. We will not accept requests for supplementation of Personal Data that we do not need to process with respect to the purposes described in Paragraph A.1.2, in compliance with current legislation.

d) **Right to erasure:** you can have your Personal Data erased without undue delay in the following cases: (i) the data is no longer necessary in relation to the purposes described in Paragraph A.1.2 or (ii) the data has been unlawfully processed or (iii) the data must be erased to comply with a legal obligation or, finally, (iv) when you have exercised your right to object and there is no overriding legitimate reason that allows us to continue the Processing. Once we have received your request, if it is legitimate, we will promptly cease Processing activities and erase your Personal Data; If the data has been made public, depending on available technology and cost of implementation, we will take reasonable steps to notify other subjects that are processing your Data of your request for erasure. The erasure of data cannot be fulfilled in some cases provided for by Law, including those concerning the Processing activities necessary to fulfil legal obligations and to protect a right in court.

e) **Right to restrict processing:** you can limit the Processing of your data. In this case, while we continue to retain your data, we will not use it, unless you ask us to do so or in the event of any exceptions required by law. Restricted Processing may be obtained solely in the following cases: (i) when you contest the accuracy of your Personal Data or (ii) when the Processing is unlawful but you object to the erasure of your Personal Data or (iii) when we no longer need your Personal Data but you need it to exercise a right in court or (iv) when you object to the Processing of your data during the period in which we are assessing the grounds of your request;

f) **Right to data portability:** you can request to receive your data in a standard electronic format, so that you can transfer it to another Controller. Upon request, where technically possible, we will transfer your data directly to the person you indicate to us. This right can only be exercised if the legal basis for Processing (Paragraph A.1.2) is your consent or the need to fulfil a contract or pre-contractual measures taken at your request. When we receive and fulfil a portability request, we only transmit the data that is compatible and necessary for the pursuit of the purposes described in this policy and, in any case, we adhere to the choices expressed by the data subject.

To make it easier for you to exercise your rights, YOOX has been identified as a “**point of contact**” concerning all matters relating to Processing activities carried out as Joint Controllers by YOOX and Partners.

To exercise your rights with regard to the Processing activities carried out jointly by YOOX and the Partners, and for

any request related to the Processing activities carried out by the Joint Controllers, you can therefore contact YOOX at any time, by writing to the YOOX address indicated in paragraph A.1.1 above or to our [Customer Care](#) (selecting “privacy”) or by calling 800593888.

YOOX will respond to requests to exercise the rights without undue delay and, in any case, within one month of receipt of the request at the latest. Such period may be extended by two months, if necessary, depending on the complexity and number of requests.

For any questions regarding your rights and Personal Data, you can also contact the YOOX Data Protection Officer using the contact details set out in paragraph A.1.1 above.

If you prefer, you can nonetheless exercise your rights directly against our Partners. You can find information on the identity and contact details of Partners (and of their Data Protection Officer, if any) in each Partner’s privacy policy, accessible from their Product sheets found on the Website.

Please be aware that the activities resulting from the exercise of one of the aforementioned rights, such as erasure or objection, may take, due to technical reasons, up to 15 (fifteen) days to be performed: you may therefore receive, for example, further communications from us even after requesting its termination, as, due to technical reasons related to system updates, your request may take up to 15 (fifteen) days to come into effect.

To ensure that there is no breaches of our users’ data or that it is not used unlawfully, we may need to ask you for some additional information before granting your request to exercise any of the rights described, in order to verify your identity.

## APPENDIX B

### Essential Content of the Joint Controllership Agreement

The website [www.yoox.com](http://www.yoox.com) (“**Website**”) is a “*marketplace*”: this means that the Products on the Website are offered and sold by both YOOX NET-A-PORTER GROUP S.p.A. (“**YOOX**”) and its partner sellers (“**Partners**” or “**Sellers**”). For this reason, in some cases YOOX and its Partners jointly decide on the purposes and means of Processing the Personal Data of Website users (“**Data Subjects**”) and, therefore, are deemed “Joint Controllers” of such Processing. In compliance with the provisions set out in the Data Protection Legislation, YOOX and its Partners (“**Joint Controllers**”) have entered into a “Joint Controllership Agreement” to determine in a transparent manner the responsibilities of each of them with respect to the compliance with their obligations under this legislation (Article 26 of Regulation (EU) 2016/679, hereinafter referred to as the “**Regulation**”).

The essential content of this agreement is contained in this document, which Data Subjects can consult in order to understand the responsibilities of YOOX and the Partners with regard to the Data Processing carried out as Joint Controllers.

Further information on the Processing activities carried out jointly by YOOX and its Partners can be found in the appropriate section of the **Privacy Policy on Personal Data Processing**.

YOOX and its Partners also process the Personal Data of Website users as “independent Controllers”: for further information, please refer to the same section of the abovementioned Privacy Policy.

YOOX NET-A-PORTER GROUP S.p.A. is company with sole shareholder subject to the management and coordination of Compagnie Financière Richemont S.A., with registered office at Via Morimondo 17 - 20143 Milan (Italy), Tax Code and VAT no. 02050461207.

The information on the Processing of Personal Data provided by an individual **YOOX Partner** and the indications on how to contact them can be found in the appropriate policy provided by the Partner, published on the Website and accessible via the dedicated link included in each of the Partner’s product sheets found on the Website.

#### **B.1. Description of the Processing activities carried out by YOOX and its Partners as Joint Controllers.**

The following activities involve the Processing of Personal Data jointly carried out by YOOX and its Partners. Here you can find all the relevant information for each activity carried out by the Joint Controllers, with particular reference to the operations for which each Joint Controller is responsible (“operational scope”), as well as the characteristics of Processing activities performed .

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<b>1. Activities:</b> Prevention and suppression of frauds, counterfeiting and abusive behaviours, including the management of chargebacks and disputes related to payments, in connection with the sale of Partner's products on the Website, including in conjunction with YOOX products.		
	YOOX	Partner
Operational scope	<i>Collection of Data Subjects' Data: analysis of the Data collected; transmission of the Data Subject's Data to the Seller, so that the latter can be notified about possible fraudulent activities; Processing activities necessary to prevent the perpetration of fraud by the Data Subjects.</i>	<i>Processing activities necessary to prevent fraud by Data Subjects "to be checked", subsequent to the order acceptance.</i>
Purposes of Processing	<i>Prevention and suppression of fraudulent behaviours with respect to the sale of Partner's products on the Website, including in conjunction with YOOX products, including the management of chargebacks and disputes related to payments.</i>	<i>Prevention and repression of fraudulent behaviours regarding the sale of its own products on the Website including in conjunction with YOOX products, including the management of chargebacks and disputes related to payments.</i>
Legal basis of Processing	<i>Legitimate interest (Article 6, Paragraph 1, Letter f) of the Regulation). In particular: legitimate interest in the prevention and suppression of fraudulent behaviours that may compromise the profitability of the Website and the security of Website users, with respect to the sale of Partner's products on the Website, including in conjunction with YOOX products.</i>	<i>Legitimate interest (Article 6, Paragraph 1, Letter f) of the Regulation). In particular: legitimate interest in the prevention and suppression of fraudulent behaviours that may compromise the profitability of the sale of its own Products on the Website and the security of Website users.</i>
Categories of Personal Data	<i>Website visitor/customer's IP address, purchases made, data relating to shipments and returns, data relating to purchase orders, payment data, characteristics prior to withdrawals and returns.</i>	<i>Data relating to purchase orders and to shipments with reference orders involved in chargebacks and disputes related to payments made.</i>
Categories of Data Subjects	<i>Website visitors (registered or non), Website customers and potential customers (registered or non-).</i>	<i>Website customers and potential customers (registered or non-).</i>
Data retention period	<i>Data related to payments: retention until the payment has been certified and the relative administrative and accounting formalities have been fulfilled, following the deadline applied for payment disputes; This is in any case without prejudice to further storage due to the need to process the data for the purposes of protecting the rights of the Controller or of a third party (until the conflict situation or the legal dispute requiring to process the data can be considered definitively resolved), as well as to requests from competent authorities for the prevention and suppression of crimes (for as long as necessary).</i>	<i>Data related to purchase orders and to shipments: retention, until the relative administrative and accounting formalities have been fulfilled, following the expiry of the right of withdrawal and the deadline applied for payment disputes; This is in any case without prejudice to further storage due to the need to process the data for the purposes of protecting the rights of the Controller or of a third party (until the conflict situation or the legal dispute requiring to process the Data can be considered definitively resolved), as well as to requests from competent authorities for the prevention and suppression of crimes (for as long as necessary).</i>

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<i>Provision of data</i>	<i>The provision of data for this Processing activities is optional, though it is required to submit an order and conclude a sales contract.</i>	<i>The provision of data for this Processing activities is optional, though it is required to submit an order and conclude a sales contract.</i>
<b>2. Activities:</b> Online sales management" of the Products offered by the Partner on the Website, including Processing activities from the moment the order is sent by the Website customers to the conclusion of the relevant sales contract. .		
	YOOX	Partner
<i>Operational scope</i>	<i>Collection of data relating to Data Subjects' purchase order proposals; transmission of data relating to the Data Subjects' purchase order proposals to the Partner; Sending communications to Data Subjects relating to the order proposals transmitted (e.g. confirmation of receipt of the proposal, acceptance or non-acceptance of the proposal); customer service activities related to this operational scope.</i>	<i>Management of data relating to Data Subjects' purchase order proposals and management activities of such proposals, in any case no later than acceptance or non-acceptance of the aforementioned order proposals; provision of indications regarding the sending of communications to Data Subjects regarding the transmitted order proposals (e.g. confirmation of receipt of the proposal, acceptance or non-acceptance of the proposal); customer service activities related to this operational scope.</i>
<i>Purposes of Processing</i>	<i>Ensure the proper functioning of the Website, by managing purchase orders relating to Partner's Products also in conjunction with YOOX's Products, including related customer service activities.</i>	<i>Sale of its own Products through the Website, by managing the related purchase orders.</i>
<i>Legal basis of Processing</i>	<i>The Processing is necessary for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract (Article 6, Paragraph 1, Letter b) of the Regulation), with reference to the "General Terms and Conditions of Use" governing the information society service (online sales) provided by YOOX through the Website and, where Products sold by YOOX are also ordered, with reference to the sales contract between Website users and YOOX and the pre-contractual stage between the same subjects.</i>	<i>The Processing is necessary for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract (Article 6, Paragraph 1, Letter b) of the Regulation), with reference to the sales contract between Website users and the Partner and the pre-contractual stage between these same subjects.</i>
<i>Categories of Personal Data</i>	<i>Name and surname, email address, shipping address, billing address, telephone number, payment details and other information included in purchase orders.</i>	<i>Name and surname, shipping address, billing address, telephone number and other information included in purchase orders.</i>
<i>Categories of Data Subjects</i>	<i>Website visitors (registered or non-registered), Website customers and potential customers (registered or non-registered).</i>	<i>Website customers and potential customers (registered or non-registered).</i>
<i>Data retention period</i>	<i>30 days from the expiry of the deadline for contesting the payment and in any case at the conclusion of the related administrative and accounting</i>	<i>30 days from the expiry of the deadline for contesting the payment and in any case at the conclusion of the related administrative and accounting</i>

	<i>formalities, without prejudice to the further storage of data required by law.</i>	<i>formalities, without prejudice to the further storage of data required by law. In the event of the conclusion of the sales contract with the Data Subject, the subsequent storage of the data is carried out by the Seller as independent Controller.</i>
<i>Provision of data</i>	<i>The provision of data for these Processing activities is optional, although, depending on the case, it may be a necessary requirement for the conclusion or fulfilment of a contract. You are free to share your data or not, but without such data it will not be possible to conclude or fulfil the contract.</i>	<i>The provision of Data for these Processing activities is optional, although, depending on the case, it may be a necessary requirement for the conclusion or fulfilment of a contract. You are free to share your data or not, but without such data it will not be possible to conclude or fulfil the contract.</i>

As described in the Website's Privacy Policy on Personal Data Processing, which should be referred to for further details, with respect to the Processing activities described above, the Personal Data of the Data Subjects will be processed by authorised personnel of the Joint Controllers and by subjects external to the Joint Controllers only when this is indispensable for the fulfilment of the Processing purposes described above. In particular, the data will be shared with the following categories of recipients: email service providers; Internet service providers that host the Website; companies specialised in IT and telematic services; companies providing customer assistance services; companies that carry out marketing activities; companies specialised in market research and data processing; couriers and shipping agents; bank operators; payment and credit card companies; tax authorities, police forces, judicial and administrative authorities.

### **B.2. Rights of Data Subjects and point of contact.**

Data subjects have the following rights: Right to object; Right to access; Right to rectification; Right to erasure; Right to restrict processing; Right to data portability. The Data Subject may also lodge a complaint with a supervisory authority. For further information, please refer to the Website's Privacy Policy on Personal Data Processing.

To facilitate the Data Subjects in the exercise of their rights as per the Data Protection Legislation (Articles 15 and following of the Regulation), the Joint Controllers have decided to designate **YOOX as the contact point for Data Subjects** and YOOX will respond to Data Subjects' requests. The procedures for exercising the rights are as follows: via request to our Customer Care service by calling 800593888 or by writing to our Customer Care service and selecting "privacy", or by writing to the YOOX address indicated above.

So as to enable YOOX to respond to Data Subject's requests, YOOX Partners have undertaken to forward such requests to YOOX and to provide YOOX with the necessary cooperation in this regard. For requests of particular complexity or that otherwise require the involvement of the Partner, YOOX will involve the Partner in the handling of the request and the latter will provide YOOX with the necessary cooperation.

In compliance with the provisions set out in the Regulation, Data Subjects may also exercise their rights directly against Partners, by contacting them at the addresses included in the appropriate policy provided by each individual Partner, published on the Website and accessible via the dedicated link included in each of the Partner's product sheets found on the Website.

### **B.3. Information obligations towards Data Subjects.**

The Joint Controllers have identified YOOX as responsible for providing the Data Subjects with information on the Processing of Personal Data carried out as Joint Controllers (Articles 13 and 14 of the Regulation).

This information is contained in a special section of the Website's Privacy Policy on Personal Data Processing, which YOOX makes available to Data Subjects on a dedicated page of the Website accessible through a link included both in the footer of each page of the Website, and as part of the Data Subjects' registration process to the Website, and can also be requested from Customer Care.

To ensure the availability of all information on the Processing activities carried out as Joint Controllers, the Partners have undertaken to publish on the Website the relevant required information of their competence via a specific policy provided by each individual Partner, accessible via the dedicated link included in each of the Partner's product sheets found on the Website.

YOOX has also undertaken to make this essential content of the Joint Controllership Agreement available to Data

Subjects and to inform Data Subjects about the “contact point” described in the previous paragraph. The Joint Controllers have undertaken to keep up-to-date the information on Processing of Personal Data carried out as Joint Controllers to be provided to the Data Subjects. Updated information will be provided to Data Subjects by YOOX and the Partners are required to collaborate with YOOX to ensure such updates are accurate.

#### B.4. Further obligations of the Joint Controllers.

Governed matter	Responsibilities of each Joint Controller
Principles, lawfulness of Processing and obligations to cooperate	<p>Both Joint Controllers have undertaken:</p> <ol style="list-style-type: none"> <li>1. to pursue the Processing activities carried out as Joint Controllers in compliance with the principles applicable to the Processing of Personal Data (Article 5 of the Regulation), as well as to implement the measures and other guarantees necessary to ensure compliance with the Data protection by design and by default principles (Article 25 of the Regulation);</li> <li>2. to carry out the assessments necessary to use the legal basis of the “legitimate interest” (Article 6, Paragraph 1, Letter f) of the Regulation), as well as to provide Data Subjects, at their request, with information relating to the output of these evaluations;</li> <li>3. to cooperate fairly and in good faith, in a timely and appropriate manner so as to ensure compliance with the Data Protection Legislation;</li> <li>4. to provide the Supervisory authorities with their maximum cooperation, also in the interest of the other Party.</li> </ol>
Data Processors and persons authorised to Process the Data (Articles 28 and 29 of the Rules of Procedure)	<p>Each Joint Controller has undertaken to carry out the Processing of Personal Data as Joint Controllers through any external suppliers in strict compliance with all the provisions of the Data Protection Legislation, and is obliged to use only suppliers that present adequate guarantees on compliance with legislation on the Processing of Personal Data and the rights of the Data Subjects, to conclude a special contract with the suppliers "Data Processors", to monitor the activities carried out by the suppliers, etc.</p> <p>Both Joint Controllers have undertaken to provide persons authorised to process Personal Data under their direct authority with the necessary instructions to ensure compliance with the legislation on the protection of Personal Data and to ensure that such persons are bound by an obligation of confidentiality.</p>
Security of Processing 32 of the Regulation)	<p>Each Joint Controller has undertaken to ensure a level of security of the Processing activities carried out as Joint Controllers appropriate to the risk of varying probability and severity for the rights and freedoms of the Data Subjects, adopting the appropriate technical and organisational security measures in this regard necessary and, in any case, the measures specifically agreed in the Joint Controllership Agreement.</p>
Personal Data Breach (articles 33 and 34 of the Regulation)	<p>The Joint Controllers have established that YOOX is responsible for fulfilling the obligations to notify the supervisory authority and to communicate to the Data Subjects any Personal Data Breach, without prejudice to breaches inherent to the Processing “tools” that are under the sole control of the Partners. The Joint Controllers have assumed specific obligations of information and mutual collaboration to allow compliance with current regulations and adequate and timely management of any Personal Data Breach.</p>
Data protection impact assessment (Articles 35 and 36 of the	<p>The Joint Controllers have decided to jointly carry out any necessary impact assessments, establishing a specific internal</p>

Regulation)	procedure for carrying out such assessments both before the start of the processing activities and subsequently (if only after the start of the processing activities should emerge the need to carry out an impact assessment) and for updating the same. The Joint Controllers have established that YOOX is competent for any prior consultation of the competent Supervisory Authority, where necessary.
Data Protection Officer (Articles 37 et seq. of the Regulation)	YOOX has appointed a Data Protection Officer (DPO), who can be contacted at email address <a href="mailto:dpo@ynap.com">dpo@ynap.com</a> or by writing to "Data Protection Officer" at the address of YOOX indicated above. The Partners have undertaken to designate a DPO, if not already designated, in the event that the performance of Processing activities as Joint Controllers requires such designation under the Regulation. Information on the contact details of the DPO designated by the Partners may be found in the specific policy provided by each individual Partner, published on the Website and accessible via the dedicated link included in each of the Partner's product sheets on the Website.
Transfers of Personal Data to third-party Countries (Articles 44 et seq. of the Regulation)	Each Joint Controller has undertaken to carry out any transfers of Personal Data to non-EU/EEA countries or international organisations only in compliance with the provisions of the legislation on the protection of Personal Data, ensuring that the level of protection of individuals guaranteed by the Regulation is not affected by such transfers, giving prior notice to the other Joint Controller and taking care of updating the information to be provided to the Data Subjects.

## APPENDIX C

### Security measures

The following are the security measures to be adopted by the Parties as per Article 13 of the Joint Controllership annexed to the Marketplace Agreement.

1. **Pseudonymisation measures** of Personal Data such as to prevent the Data from being attributed to a specific Data Subject without the use of additional information to be stored separately and subject to appropriate technical and organisational measures.
2. **encryption measures** of Personal Data, both for Processing activities involving the transit of Data (in particular via the Internet), and for its storage (with particular regard to Data relating to accounts allowing access to the back-end of the Website and in any case to the confidential components of authentication credentials assigned to authorised personnel).
3. **Measures entailed by the provision of the Italian Supervisory Authority** "*Measures and precautions required of the data controllers of processing operations carried out with electronic instruments relating to the attribution of system administrator duties - 27 November 2008*" and subsequent amendments (individual designation of "system administrators" in possession of the entailed subjective characteristics, measures for monitoring the activity carried out by these subjects including the adoption of suitable audit log systems, etc.).
4. **Measures for the back-up of Personal Data** at least once a week, data recovery measures and "disaster recovery" plans that guarantee the restoration of availability and access to Personal Data promptly and in any case within 7 (seven) days.
5. **Anti-malware/computer virus** measures, including the adoption of antivirus software to be updated at least weekly.
6. **Regular updating of the software** used for the Processing of Personal Data.
7. **Authorisation system.** Such system must include:
  - a. the identification and configuration of the authorisation profiles of personnel authorised to carry out Processing activities before the start of such Processing and in such a way that the Processing activities carried out by each authorised person are only those that comply with the so-called least privilege

principle and in any case with the principles that regulate the Processing of Personal Data (in particular, the principle of minimisation);

- b. the verification of the existence of conditions for the retention of the authorisation profiles with adequate periodicity, in any case not exceeding one year and, in any case, the timely updating of the authorisation profiles where necessary, as well as the immediate disabling of profiles that are no longer necessary (e.g. due to the revocation of the authorisation for Processing or termination of the employment relationship with the authorised person in charge).
8. **Access limitation system**, such as to allow access to the computer resources provided for the Processing of Personal Data only to authorised persons with an account required for this purpose, which must be assigned in accordance with the authorisation profile assigned to each authorised person. This system must be accompanied by monitoring and logging measures of the Processing activities carried out on the aforementioned IT resources.
9. **Computer authentication system**, such as to allow the Processing of Personal Data only to authorised personnel equipped with specific personal authentication credentials that allow the passing of an authentication procedure relating to a specific Processing activity or set of Processing activities. Such system must include:
  - a. individual authentication credentials consisting of an identification code for the authorised person associated to a confidential component (password), known only to that authorised person. Where necessary, in accordance with the risks posed by the Processing activities to the rights and freedoms of the Data Subjects, it is necessary to implement multi-factor authentication procedures (“MFA”);
  - b. that authorised personnel is required to take the necessary precautions to ensure the secrecy of the password;
  - c. that a password has a sufficient level of complexity and, in particular, is composed of a minimum of 8 (eight) characters, of which at least one uppercase letter, one lowercase letter, a number and a special character, not containing any references easily attributable to the authorised person and to be necessarily changed both on first use and subsequently at least every 6 (six) months.
  - d. that the credentials already used cannot be assigned to other authorised persons, even at different times;
  - e. that authentication credentials that have not been used for at least 6 (six) months are deactivated, as well as those relating to an authorised person who no longer has the characteristics that allowed them to carry out Processing activities.
10. **Policies and procedures ensuring the security of Personal Data.**
11. **Policies and procedures for the correct use of IT and telematic tools** for Processing by authorised personnel, which also include any mobile devices and removable media used for Processing.
12. **Policies and procedures for the prevention and correct management of Breach of Personal Data** (“Data Breach”).
13. **Regular training** on the security of the Processing of Personal Data for authorised personnel.
14. **Measures for the secure erasure** of Personal Data.
15. **“Physical” security measures** (including measures to limit access to the premises where the IT resources used for Processing and archives of Personal Data are located).
16. **Procedures for the periodical testing, verification and assessment of the effectiveness of the security measures** adopted.



**ANNEX H**

**DESIGNATION AS DATA PROCESSOR**

**pursuant to Article 28, Paragraph 3, Regulation (EU) 2016/679  
between YOOX and the Seller**

WHEREAS

- a) this agreement (hereinafter “**Designation**”) represents an integral and essential part of the Marketplace Agreement, concerning the definition of the terms and conditions governing the Seller's offer and the sale of their Products through the Website and the provision of determined services by YOOX;
- b) based on the Marketplace Agreement, to which reference is made for a description of the services covered by it, YOOX provides a platform for selected third-party sellers for the sale of their Products on the Website;
- c) in relation to the Website and the fulfilment of the Marketplace Agreement, there are certain activities that involve the processing by YOOX of personal data of users and customers of the Website with respect to which the Seller defines the purposes and means of said processing;
- d) pursuant to current legislation on the processing of personal data, namely the Regulation (EU) 2016/679, the Seller, in the cases referred to in letter c) above, must be considered independent “Controller” and YOOX must be considered “Processor”, as better detailed in this Designation;
- e) with this Designation, the Seller, as Controller for the aforementioned processing of personal data, which shall be carried out within the scope of the fulfilment of the Marketplace Agreement, intends to appoint YOOX as Processor pursuant to Article 28 of Regulation (EU) 2016/679.

WHEREAS, THE PARTIES HEREBY AGREE AS FOLLOWS

**Article 1. Premises and definitions.**

1.1 The premises constitutes an integral and substantial part of this Designation.

1.2 For the purposes of this Designation, capitalised terms included in this article shall retain the meaning established below, while additional capitalised terms included in the Designation shall retain the meaning from time to time indicated or defined in the Marketplace Agreement.

- a. “Regulation”: Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- b. “Privacy code”: Italian Legislative Decree of 30 June 2003 no. 196, as amended by Italian Legislative Decree of 10 August 2018 no. 101;
- c. “Data Controller” or “Controller”, “Joint Data Controller” or “Joint Controller”, “Data Processor” or “Processor”, “Data Subject”, “Personal Data” or “Data”, “Data Breach”, “Processing”, “Record of Processing Activities”, “Data Protection Officer”, “Data protection impact assessment” and “Supervisory authority”: these terms shall retain the meaning established in the official Italian translation of the Regulation.

**Article 2. (Designation as Processor)**

2.1 The Seller, with reference to the purpose of the Marketplace Agreement and the related Processing of Personal Data for which they act in the capacity of Controller, described in detail in Article 3 below, designates YOOX, who accepts, as Processor of such Data. Therefore, the Seller shall hereinafter also be referred to as “Controller” and YOOX also as “Processor”.

2.2 This Designation defines the rights and obligations of the Controller and the Processor with reference to the purpose of the Marketplace Agreement and the related Personal Data Processing carried out by YOOX on behalf of the Seller and, in particular, describes the instructions imparted by the Seller to YOOX to carry out such Processing.

2.3 Any new instructions, other than those included in this Designation, must be provided to the Processor by the Controller solely in writing, via email sent to YOOX at the address [privacyteam@ynap.com](mailto:privacyteam@ynap.com). Otherwise, any instructions provided shall have no effect and shall be understood as never been imparted. The Parties undertake to store the aforementioned email messages including the instructions provided by the Controller to the Processor for the entire term of validity of this Designation and, subsequently, for a period of 5 (five) years.

2.4 This Designation is drawn up in compliance with the indications relating to “Data Processors” provided by the *European Data Protection Board* (EDPB) within the “Guidelines 07/2020 on the concepts of data controller and data processor as per the GDPR”, version 2.0 of 7 July 2021.

- 2.5 The Seller's choice to appoint YOOX as Processor was undertaken after careful verification of its experience, competence, specialist knowledge and reliability, also from a technical and organisational point of view. The Seller, having also acquired and perused the description of the services object of the Marketplace Agreement and the specific characteristics of the Personal Data Processing activities included in the provision of these services, as per the documentation provided or made available by YOOX to the Seller prior to the fulfilment of the Marketplace Agreement, believes that YOOX provides sufficient guarantees for the implementation of technical and organisational measures adequate to meet the requirements of the Data Protection Legislation and to warrant the protection of the rights of the Data Subjects.
- 2.6 This Designation refers specifically and solely to Processing as described in Article 3 below, with no reference to other Processing activities included in the Marketplace Agreement, respecting which, as specifically indicated in the Marketplace Agreement and in the related Annexes, YOOX acts as independent Controller or as Joint Controller with the Seller.

### Article 3. Characteristics of the Processing subject of the Designation.

- 3.1 The following table indicates the characteristics of the Processing that YOOX undertakes to carry out on behalf of the Seller as Processor. In particular, for each Processing it includes the description of the regulated subject matter, as well as the purpose, the nature of the Processing, the categories of Personal Data processed, the categories of Data Subjects and the duration of the Processing.

<b>1. Brokering service concerning banking/financial institutions/payment network operators responsible for the management of payments of Website users who purchase the Products offered on the Website by the Seller.</b> YOOX collects data relating to the payment of the aforementioned Products and shares it with the banking/financial institutions responsible for managing payments.	
<i>Purposes of Processing</i>	<i>With reference to the sales contract for the purchase of the Seller's Products on the Website, to allow for the payment of the Seller's Products purchased by the Data Subject on the Website.</i>
<i>Nature of Processing</i>	<i>Completion of Processing activities of collection, registration and processing of Personal Data, communication of Data to banking/financial institutions/payment network operators involved in the management of payments for Products purchased on the Website, archiving of Data and subsequent definitive erasure of Data at the expiry of the established retention period. The Processing activities are carried out using electronic tools.</i>
<i>Categories of Personal Data</i>	<i>Name and surname, email address, shipping address, billing address, telephone number, payment details (data relating to the credit card(s) used), information relating to the Product purchased.</i>
<i>Categories of Data Subjects</i>	<i>Website users (registered and non-registered), Website customers (registered and non-registered).</i>
<i>Duration of Processing</i>	<i>30 days from the expiry of the deadline for disputing the payment and the relative administrative and accounting formalities have been fulfilled, without prejudice to the further retention of personal data required by law.</i>
<b>2. Assistance to Website users with respect to the Products offered by the Seller on the Website (for activities other than those involving Processing carried out as Joint Controllers by YOOX and the Seller).</b> Management of assistance requests from users of the Website regarding Products offered by the Seller on the Website, respecting to activities other than those involving Processing carried out as Joint Controllers by YOOX and the Seller pursuant to the Joint Controllorship Agreement attached to the Marketplace Agreement, including the assistance to Website visitors who send YOOX requests addressed to the Seller or concerning the Seller's Products during the pre-contractual stage and in any case before sending a purchase order proposal.	
<i>Purposes of Processing</i>	<i>Provide assistance to Data Subjects with respect to the Seller's Products offered on the Website.</i>
<i>Nature of Processing</i>	<i>Completion of Processing activities including collection, registration and processing of Personal Data, communication of Data to the Seller so that they can handle the assistance request, archiving of Data and subsequent definitive erasure of Data upon expiry of the established retention period. The Processing activities are carried out using electronic tools.</i>
<i>Categories of Personal Data</i>	<i>Name and surname, email address, telephone number, information relating to the assistance request.</i>
<i>Categories of Data Subjects</i>	<i>Website visitors (registered and non-registered), Website customers and potential customers (registered and non-registered).</i>
<i>Duration of Processing</i>	<i>For the time necessary to forwarding the request to the Seller, without prejudice to the further</i>

	<i>retention of personal data necessary for the purpose of Controller's or third parties' defence of legal claims.</i>
<b>3. Verification of expired orders, cancellation of expired orders and refund to customers in the event of partial fulfilment, incorrect fulfilment, or inaction by the Seller in relation to Products offered by the Seller on the Website and on the express assignment of the same as per Articles 7.2, 8.2.2 and 4.4 of the Marketplace Agreement.</b>	
<i>Purposes of Processing</i>	<i>Cancellation of expired orders and fulfilment of relative refunds to customers in cases of ascertained breach of the Marketplace Agreement by the Seller or justified complaints of customers or, again, of ascertained fraudulent payment with respect to the Seller's Products offered on the Website in the event of inaction in carrying out such operations by the Seller and on behalf of the same.</i>
<i>Nature of Processing</i>	<i>Completion of Processing activities of collection, registration and processing of Personal Data, communication of Data to the Seller in order to: (i) undertake checks on orders and their fulfilment in order to verify that they are accepted and processed according to Seller Specifications. In the event of discrepancies with Seller Specifications, YOOX is expressly instructed by the Seller to cancel the order and return the sums paid by the Customer; (ii) withhold payment of the sums due to the Seller or to return any amounts to the Customer on behalf of the Seller, in cases of ascertained breach of this Marketplace Agreement by the Seller and/or in the event of justified complaints by Customers regarding the Seller's Products or logistics services; (iii) verify the correctness of the payment made by the Customer. If YOOX deems that the payment has been fraudulent, the Seller authorises YOOX to cancel such order, without any obligation to compensate the Seller for the cancellation of such orders.</i>
<i>Categories of Personal Data</i>	<i>Name and surname, email address, shipping address, billing address, telephone number, payment details.</i>
<i>Categories of Data Subjects</i>	<i>Website visitors (registered and non-registered), Website customers and potential customers (registered and non-registered).</i>
<i>Duration of Processing</i>	<i>30 days from the expiry of the deadline for disputing the payment and the conclusion of the related administrative and accounting activities, without prejudice to the further retention of Data required by law.</i>

**Article 4. Obligations of the Processor and management of the Controller's instructions.**

4.1 YOOX undertakes:

- a) to respect and fulfil all the obligations demanded by the Data Protection Legislation applicable to "Processors";
- b) to process Personal Data on behalf of the Seller for the sole purpose of fulfilling the Marketplace Agreement and only in accordance with the instructions contained in this Designation or subsequently received from the Seller, unless required by European Union or national law to which YOOX is subject or to which its providers designated as Processors are subject. In the latter cases, YOOX shall inform the Controller about the legal obligation which requires the Processing before the Processing itself is carried out, unless the law prohibits such information for significant reasons of public interest;
- c) to promptly inform the Controller of any relevant matter required to ensure compliance with the Data Protection Legislation, especially if, in its opinion, an instruction from the Controller breaches or may breach the Data Protection Legislation;

4.2 The Processor acknowledges that the fees due to them as per the Marketplace Agreement take into account the obligations and activities assigned to the Processor by this Designation and that nothing else, therefore, shall be owed by the Controller to the Processor concerning related obligations and services, without prejudice to the provisions set forth in Article 13 relating to *auditing* activities.

4.3 Any further instructions related to the Processing activities subject of this Designation that the Controller has the right to impart to YOOX throughout the term of this Designation must not result in to an excessive or unreasonable increase in operations and costs for YOOX as compared to those assumed by YOOX at the time that the Marketplace Agreement and this Designation were accepted or result to be incompatible with the characteristics of the services offered by YOOX to the Controller and subject of the Marketplace Agreement. If this is not the case, YOOX shall have the right, at its sole discretion, to withdraw from this Designation and from the Marketplace

Agreement by giving written notice of 30 (thirty) days to the Controller via email message sent to the Controller at the address indicated in Paragraph 21.2 of the Marketplace Agreement.

4.4 Where, in the Processor's opinion, an instruction from the Controller breaches or may breach the Data protection Legislation, YOOX shall promptly notify the Controller via email sent to the Controller at the address as per Paragraph 21.2 of the Marketplace Agreement. Unless the Controller sends YOOX a further written communication via email to the address as per Paragraph 21.2 of the Marketplace Agreement, in which the request to perform the aforementioned instruction is reiterated, such instruction shall not be performed by YOOX: if the Controller reiterates the request to perform the aforementioned instruction, YOOX shall have the right, at its sole discretion, to withdraw from this Designation and from the Marketplace Agreement by giving written notice of 30 (thirty) days to the Controller via email sent to the Controller's address as per Paragraph 21.2 of the Marketplace Agreement.

#### **Article 5. Persons authorised to process data.**

5.1 YOOX undertakes to provide the persons authorised to carry out the Processing activities covered by this Designation under their direct authority with the necessary instructions to ensure compliance with the Data Protection Legislation and with this Designation, as well as to ensure that such persons are committed to confidentiality or that they have an appropriate applicable legal obligation of confidentiality, both during the course of their employment or collaboration with YOOX under whose authority they operate and after the termination of such relationship. YOOX shall be solely and exclusively liable to the Seller for any breach of the Data Protection Legislation, as well as of this Marketplace Agreement, attributable to persons authorised to process Data acting under their direct authority. YOOX undertakes to provide training and update sessions to such persons authorised to process Data on a regular basis and to supervise their operations.

#### **Article 6. Processor's Providers**

6.1 YOOX has the Seller general and preventive authorization YOOX to utilise its providers in order to contribute to the fulfilment of the activities set forth in the Marketplace Agreement and to carry out the related Processing governed by this Designation; the providers, in turn, shall act as Processors under the direct responsibility of YOOX with regards to the Processing activities of which the Seller is the Controller. The Seller also accepts that such YOOX's providers, appointed as Processors by YOOX, may in turn utilise their own providers: such YOOX's providers and the latter's providers shall be required, as Processors, to comply with the same obligations to which YOOX is subject as per this Designation. Each provider designated as Processor shall *primarily* liaise with the Processor who designated them. The providers designated as Processors and responsible for the Processing which YOOX intends to utilise in order to contribute to the fulfilment of the activities included in the Marketplace Agreement are specifically indicated in the table in Article 16 of this Designation, which the Seller expressly declares to approve.

6.2 YOOX shall send the Seller, by email sent to the Seller's address as per Paragraph 21.2 of the Marketplace Agreement, the information relating to any new providers it intends to utilise (additional to or in place of those already authorised), in order to allow the Seller to oppose the use of such providers. The communication referred to in the previous paragraph shall also be fulfilled by YOOX by sending the Seller the updated version of the table of providers referred to in the previous item. The Seller may exercise the right to oppose YOOX's use of a new provider by sending YOOX an email to the address as per Paragraph 21.2 of the Marketplace Agreement, within a maximum period of 7 (seven) days from receipt of the communication from YOOX indicating the new provider or the updated table of providers the Seller is opposing to. Once this term has elapsed without any response from the Seller, the new provider(s) shall be deemed conclusively accepted by the Seller, who shall no longer be able to oppose YOOX's use of such provider(s).

6.3 In the event of opposition by the Seller as per Paragraph 6.2 above, within 15 (fifteen) days of receiving the objection in question, YOOX shall send an email to the Seller's address as per Paragraph 21.2 of the Marketplace Agreement, communicating that it may relinquish or replace the new provider opposed by the Seller or that it considers the involvement of the new provider as indispensable for the continuation of the Processing activities included in the Designation and the Marketplace Agreement. The Seller must reply this communication in the manner and within the times referred to in Paragraph 6.2 above, by communicating either its acceptance of the new provider or vice versa by confirming its opposition: in the latter case, YOOX shall have the right, at its sole discretion, to withdraw from this Designation and from the Marketplace Agreement, by giving a written of 30 (thirty) days to the Controller via email sent to the Controller at the address as per Paragraph 21.2 of the Marketplace Agreement.

6.4 YOOX, in choosing the providers who shall act as Processors, must consider the following criteria: guarantees relating to the technical and organisational security measures provided by the provider, as well as the measures necessary to guarantee the protection of the rights of the Data Subject, and provider's specialist knowledge, experience, reliability and resources. These criteria must be particularly construed in terms of the risk posed to the fundamental rights and freedoms of natural persons by the Processing activities entailed by the specific operations

that YOOX intends to delegate to a specific provider, in such a way that the Processing complies with the requirements of the Data Protection Legislation and guarantees the safeguarding of the Data Subject's rights.

- 6.5 YOOX undertakes to enter into a contract or other written legal means with the providers designated as Processors and responsible for Processing before such providers begin the Processing activities, which shall binds such providers to undertake Processing activities in compliance with the same obligations concerning the protection of the Personal Data imposed by the Seller on YOOX through this Designation.
- 6.6 YOOX also undertakes to verify the activity of its providers who undertake Processing activities as per this Designation also through any audits, conducted on its own initiative or at the request of the Seller (in the latter case, the related costs and expenses shall be fully paid by the Seller).
- 6.7 YOOX remains liable to the Seller with regards to compliance, by its providers designated as Processors, with the obligations referred to in Article 6.4 above.
- 6.8 With reference to YOOX's providers who carry out Processing activities subject of this Designation as independent Controllers (indicated in the table as per Article 16 below), YOOX undertakes:
- a. to resort only to providers who provide sufficient guarantees that they shall implement adequate technical and organisational measures, so that the related Processing activities meet the requirements of the Regulation and guarantee the rights of the Data Subject;
  - b. to stipulate in writing with said providers a contract or other binding legal act that details and governs the obligations regarding technical and organisational security measures, rights of the Data Subjects and Processing requirements;
  - c. to supervise the activity of the aforementioned providers, it being understood that YOOX remains liable to the Seller for the compliance, by such providers, with the Personal Data protection obligations imposed on them.

## **Article 7. Transfer of Personal Data to Third-party Countries.**

- 7.1 For the fulfilment of the purposes described in Article 3 of this Designation, the Data Controller authorises YOOX, also through its providers (Processors and others), to transfer the Personal Data of which the Seller is the Controller to countries outside the European Union and the European Economic Area ( hereinafter "Restricted Countries").
- 7.2 YOOX, in compliance with the provisions of Article 28, Paragraph 3, Letter. a) of the Regulation, may transfer Personal Data to Restricted Countries also if required by European Union or national law to which YOOX or its providers designated as Processors are subject. YOOX shall inform the Controller of this legal obligation before the transfer occurs, unless the law prohibits the disclosure of such information for significant reasons of public interest.
- 7.3 YOOX shall transfer Personal Data to Restricted Countries in compliance with the provisions of the Data Protection Legislation, ensuring that the level of protection of natural persons guaranteed by the Regulation is not compromised.

## **Article 8. Security measures.**

- 8.1 YOOX, taking into account the state of the art and the costs of implementation, the nature, scope, context and purposes of the Processing, as well as the risk of varying probability and severity to the rights and freedoms of natural persons, undertakes to implement adequate technical and organisational measures to guarantee a level of security of the Processing covered by this Designation that are appropriate to the risk, in compliance with the Data Protection Legislation and, in particular, with Article 32 of the Regulation.
- 8.2 For the purposes stated in the paragraph above, YOOX will implement the technical and organisational measures specifically indicated in Appendix A, "Security of Processing", of this Designation, which have been identified in compliance with the criteria set forth in Article 32 of the Regulation and the following information, which YOOX declares to have received from the Seller: description of the minimum security objectives that the measures to be adopted must guarantee (based on the risk assessment carried out by the Seller), description of the Processing activities subject of this Designation and any other information necessary for the adoption of risk-appropriate safety measures.
- 8.3 The Seller deems that the security measures described in Appendix A, "Security of Processing", provide a level of security appropriate to the risk and are suitable for fulfilling their related obligations as demanded by the Data Protection Legislation and, therefore, declares to unreservedly approve such security measures.
- 8.4 YOOX may make changes to the security measures described in Appendix A, "Security of processing", of this Designation subject to prior approval by the Seller. In particular, YOOX undertakes to provide the Seller with the list of security measures referred to in Appendix A, "Security of Processing", updated with the proposed changes, via email sent to the address as per Paragraph 21.2 of the Marketplace Agreement. The Seller may object to the proposed changes to the security measures by sending YOOX an email to the address as per Paragraph 21.2 of the Marketplace Agreement within a maximum period of 7 (seven) days from receipt of the communication from YOOX containing information on the proposed changes. Once this date has passed without any response from the

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Seller, the changes proposed by YOOX shall be considered conclusively approved by the Seller, who shall no longer be able to oppose their adoption. In the event of failure to approve the outcome of this process, YOOX shall have the right, at its sole discretion, to withdraw from this Designation and from the Marketplace Agreement, by giving a written notice of 30 (thirty) days to the Controller via email sent to the Controller at the address as per Paragraph 21.2 of the Marketplace Agreement.

- 8.5 The Seller undertakes to promptly inform YOOX, via email sent to the address as per Paragraph 21.5 of the Marketplace Agreement, in the event that they become aware of such circumstances that may alter the severity and/or probability of the risk posed by the Processing activities subject of this Designation to the rights and freedoms of natural persons, providing YOOX with all information relevant to this effect. In any case, YOOX undertakes to perform regular checks, in accordance with the information available to YOOX, of the security measures adopted, in order to verify their continued adequacy with respect to the risks posed by the Processing activities covered by this Designation.
- 8.6 In consideration of the nature of the Processing activities and the information available to YOOX, YOOX undertakes to assist the Seller in ensuring compliance with the Seller's obligation to implement adequate technical and organisational measures in order to guarantee a level of security of the Processing activities appropriate to the risk, providing the Seller, upon reasonable request from the latter and within a reasonable period from receipt of the request (depending on its complexity), with the information (as long as YOOX does not breach any intellectual property rights or confidential company information) and the assistance that should become necessary.

## **Article 9. Breach of Personal Data.**

- 9.1 With regards to the nature of the Processing activities and of the information available to YOOX, YOOX undertakes to assist the Controller in guaranteeing compliance with the obligations concerning any Breach of Personal Data as set forth in Articles 33 and 34 of the Regulation.
- 9.2 YOOX undertakes to inform the Seller without undue delay, via email sent to the address as per Paragraph 21.5 of the Marketplace Agreement, of any Breach of Personal Data processed on behalf of the Seller as per this Designation of which it becomes aware. In particular, through this communication YOOX shall inform the Seller, where such information is available to YOOX, of the circumstances relating to the Breach (nature of the violation, categories and approximate number of Data Subjects involved, categories and approximate number of registrations in question) and its probable consequences, as well as the measures taken or proposed to be taken to remedy it. In the event that such information is not available, it remains understood that YOOX shall inform the Seller without undue delay of the detected Breach, subsequently ensuring and, in particular, as soon as the information referred to in the previous paragraph becomes available, to provide said information to the Seller.
- 9.3 YOOX's obligations regarding any Breach of Personal Data as set forth in the preceding paragraphs do not in any way entail and must not be construed as an admission of guilt or liability on the part of YOOX with respect to the incident or event that caused or may have caused the Breach of Personal Data.

## **Article 10. Data Protection impact assessment.**

- 10.1 In relation to the Processing activities covered by this Designation, taking into account the nature of the Processing and the information available to YOOX, the latter undertakes, at the Seller's request and where necessary, to assist the Seller in carrying out the Data Protection impact assessment as per Article 35 of the Regulation and any preventative consultation with the Supervisory Authority as per Article 36 of the same Regulation, in particular by providing the Seller with the necessary information related to this (as long as any secrets, such as, including but not limited to, intellectual property, confidential company information are not breached, or any vulnerabilities disclosed).

## **Article 11. Rights of the Data Subject**

- 11.1 With reference to the Processing activities carried out on behalf of the Seller, YOOX undertakes to promptly forward to the Seller any request relating to the exercise of the rights established by the Data Protection Legislation data that it may receive from a Data Subject. In any case, the Seller remains the only subject required to carry out, in complete autonomy, any assessment on the eligibility or other aspects relating to the requests by Data Subjects and to decide the methods in which these requests should be handled, as well as to provide a response to the Data Subjects. Without prejudice to the obligation to promptly forward the request from the Data Subject to the Seller, under no circumstances shall YOOX be required to send a communication to the Data Subject exercising their rights. In any case, YOOX is authorised to inform the Data Subject, at its sole discretion and in the absence of any obligation to do so, to have forwarded their request to the Controller.
- 11.2 Upon request sent by the Controller to YOOX via email to the address as per Paragraph 21.5 of the Marketplace Agreement, YOOX undertakes to provide the Seller, within 5 (five) working days of receipt of the aforementioned request, with the assistance and information that may be necessary to allow the Seller to fulfil the requests relating

to the exercise of the rights of the Data Subjects regarding the Processing activities subject of this Designation as per the Regulation.

## **Article 12. Duration of Designation and term of Personal Data retention.**

- 12.1 This Designation shall be effective until the final termination, by YOOX, of the Processing activities carried out by YOOX on behalf of the Seller. YOOX is required to terminate the aforementioned Processing activities once the existing Marketplace Agreement with the Seller has been terminated, for any reason, by complying with the provisions set forth below in this Article.
- 12.2 Within 10 (ten) days from the date of termination of the Marketplace Agreement, regardless of the reason for such termination, the Seller shall be required to notify YOOX in writing, via email sent to the address as per Paragraph 21.5 of the Marketplace Agreement, their choice regarding the definitive erasure (to which irreversible anonymisation is equivalent) of the Personal Data subject of this Designation or its return by YOOX to the Seller within the following 60 (sixty) days. YOOX shall comply with the request by the Seller, as well as provide to the erasure (or irreversible anonymisation) of any existing copies of said Personal Data in its possession.
- 12.3 If the Seller fails to send the communication referred to in Paragraph 12.2 above within the term indicated therein, YOOX shall provide for the definitive erasure or irreversible anonymisation of the Personal Data processed as per this Designation within the following 60 (sixty) days. It being understood between the Parties that, after the term of 10 (ten) days referred to in Paragraph 12.2 above, no further obligation to store or communicate Personal Data processed as per this Designation (including any anonymised data) shall burden on YOOX with respect to the Seller.
- 12.4 The terms for definitive erasure (or irreversible anonymisation) of the Personal Data subject of this Designation or for its return by YOOX to the Seller shall in any case begin from the expiry of the terms for Personal Data retention by YOOX as indicated in the table in Article 3 of this Designation.
- 12.5 In the event that YOOX provides for the erasure of the Personal Data in accordance with the provisions referred to in previous paragraphs of this article, YOOX shall ensure that the erasure of such Data is undertaken in a manner suitable to guarantee a level of security adequate to the risk as per Article 32 of the GDPR and, following the erasure, shall inform the Seller that it has proceeded with the erasure within the established terms.
- 12.6 If a legal obligation established by European Union or national law to which YOOX is subject requires YOOX to retain the Personal Data covered by this Designation beyond the terms established in the Designation, YOOX may retain such Data even beyond the aforementioned terms, in compliance and within the limits established by these legal provisions, notifying the Seller without delay.

## **Article 13. Verification of Processing activities.**

- 13.1 YOOX shall make available to the Seller, upon request by the latter and within a reasonable time from receipt of the request (depending also on the complexity of the request) , the information necessary to demonstrate compliance by YOOX with the obligations set forth in Article 28 of the Regulation. This information shall be provided by YOOX to the Seller via email sent to the address as per Paragraph 21.5 of the Marketplace Agreement.
- 13.2 The activities referred to in this article must be performed in ways that allow YOOX and its providers to safeguard their own intellectual property and confidential company information.

## **Article 14. Liability of the Parties.**

- 14.1 The Parties agree that any dispute by the Controller against YOOX regarding the obligations deriving from this Designation must be made within 72 (seventy-two) hours of the Seller becoming aware of the disputed conduct or the damage (even potential) deriving from the YOOX's conduct, via email sent to the address as per Paragraph 21.5 of the Marketplace Agreement; otherwise, the dispute shall have no effect and nothing shall be owed by YOOX to the Seller in relation to said conduct and/or damage.
- 14.2 The Seller shall be held liable to YOOX for any damage suffered by YOOX, including any damage to YOOX's image and commercial reputation, deriving directly or indirectly from any Breach of Data Protection Legislation by the Seller.

## **Article 15. Actions of the Authorities and Data Subjects.**

- 15.1 With regard to the Processing activities covered by this Designation, each of the Parties undertakes to promptly inform the other about:
- any request, action, investigation or inspection by a Supervisory Authority and/or judicial authority that they may be aware of;
  - any action undertaken by a Data Subject in court or before a Supervisory authority that they the Party may be aware of;

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## Article 16. Authorised providers.

16.1 In accordance with Article 6 above, the Controller authorises the Processor to employ the providers indicated in the table below, for the performance of the activities entrusted by YOOX to the provider indicated in the same table.

Name	Activities entrusted to the provider	Privacy role
Adyen	Payment service provider	Autonomous Data Controller
Axerve	Payment service provider	Autonomous Data Controller
Banca Sella	Payment service provider	Autonomous Data Controller
PayPal	Payment service provider	Autonomous Data Controller
smart2pay	Payment service provider	Autonomous Data Controller
Salesforce	Customer Service Provider	Data Processor
LivePerson	Customer Service Provider	Data Processor
TFour	Customer Service Provider	Data Processor
Vonage	Customer Service Provider	Data Processor
Concentrix	Customer Service Provider	Data Processor
Transcom	Customer Service Provider	Data Processor
LexisNexis	Fraud prevention provider	Autonomous Data Controller
Riskified	Fraud prevention provider	Autonomous Data Controller
Revenue Protect	Fraud prevention provider	Autonomous Data Controller
Ekata	Fraud prevention provider	Autonomous Data Controller

*\*Documentation relating to sufficient guarantees provided by the providers to implement adequate technical and organisational measures to ensure that the Processing activities meet the requirements of the Regulation.*



## Article 17. Authorised transfer.

17.1 In accordance with Article 7 above, the Controller authorises the Processor and its providers as per Article 6 to carry out transfer of Personal Data in the Restricted Countries indicated in the table below, within the limits established therein.

17.2

Non-EU/EEA country(ies).	Subject making the transfer	Conditions pursuant to Articles 45 et seq. Regulation
United States of America	YOOX NET-A-PORTER GROUP S.p.A.	In the absence of an adequacy decision, standard contractual clauses and any supplementary measures
Australia	YOOX NET-A-PORTER GROUP S.p.A.	In the absence of an adequacy decision, standard contractual clauses and any supplementary measures
India	YOOX NET-A-PORTER GROUP S.p.A.	In the absence of an adequacy decision, standard contractual clauses and any supplementary measures

*\*Documentation relating to the conditions pursuant to Articles 45 et seq. of the Regulation.*

## Article 18. Changes to the methods of Processing activities subject of the Designation.

18.1 This Designation, together with its Annex, constitutes a complete agreement between the Parties with reference to its object and replaces for all purposes any prior agreement and covenant between the Parties, whether written or oral.

18.2 Without prejudice to the provisions included in this Designation regarding the Seller's right to impart to YOOX new instructions relating to the Processing activities covered by this Designation, YOOX may propose to the Seller, also as a result of any changes to the content of the Marketplace Agreement, changes to the methods used to carry out the Processing activities described in Article 3 above by sending the Seller an email to the address as per Paragraph 21.5 of the Marketplace Agreement. The Seller may send their remarks regarding the proposed changes or oppose them by sending YOOX an email message to the address as per Paragraph 21.5 of the Marketplace Agreement within a maximum period of 10 (ten) days from receipt of the communication from YOOX regarding the proposed changes. Once this date has passed without any response from the Seller, it is understood between the Parties that the changes proposed by YOOX shall be considered definitively approved by the Seller.

18.3 In the event of remarks or objection by the Seller as per Paragraph 18.2 above, within 15 (fifteen) days of receiving the remarks or objection in question, YOOX shall inform the Seller, via email sent to the Seller's address as per Paragraph 21.2 of the Marketplace Agreement, of potential options to review the modifications or to relinquish them or whether it deems such modifications essential for the continuation of the Processing activities subject of the Designation and the Marketplace Agreement. The Seller must reply this communication in the manner and within the times referred to in Paragraph 18.2 above, by communicating or the acceptance of the changes as last proposed, or vice versa the confirmation of their opposition: in the latter case, YOOX shall have the right, at its sole discretion, to withdraw from this Designation and from the Marketplace Agreement, by giving a written notice of 30 (thirty) days to the Controller via email sent to the Controller at the address as per Paragraph 21.5 of the Marketplace Agreement.

## Article 19. Communications.

19.1 Any communication between the Parties relating to or entailed by this Designation must be made solely in writing, via email sent to the addresses of the Parties as per Paragraph 21.5 of the Marketplace Agreement.

## Article 20. Appendixes

20.1 The Appendixes form an essential, integral and substantial part of this Designation.

20.2 The following documents are annexed to this Designation:

- Appendix A - Security of Processing.

20.3 This Designation constitutes, together with its Appendixes as per this Article, a complete agreement between the Parties with reference to its object and replaces for all purposes any prior agreement and covenant between the Parties themselves, whether written or oral. The provisions of the Designation prevail over any inconsistent provisions present in the Marketplace Agreement which, although not expressly set out in the Designation, shall apply.

APPENDIX A

**Security of Processing**

The security measures that YOOX must adopt pursuant to Article 8 of Annex H to the Marketplace Agreement.

1. **Pseudonymisation measures** of Personal Data such as to prevent the Data from being attributed to a specific Data Subject without the use of additional information to be kept separately and subject to appropriate technical and organisational measures.
2. **Encryption measures** of Personal Data, both for Processing activities involving the transit of Data (in particular via the Internet), and for their archiving.
3. **Measures entailed by the provision of the Italian Supervisory authority** *“Measures and precautions required of the data controllers of processing operations carried out with electronic instruments relating to the attribution of system administrator duties - 27 November 2008”* and subsequent amendments (individual designation of “system administrators” in possession of the entailed subjective characteristics, measures for monitoring the activity carried out by these subjects including the adoption of suitable audit log systems, etc.).
4. **Measures for the back-up of Personal Data** at least once a week, Data recovery measures and “disaster recovery” plans that guarantee the restoration of availability and access to Personal Data promptly and in any case within 7 (seven) days.
5. **Anti-malware/computer virus** measures, including the adoption of antivirus software to be updated at least weekly.
6. **Regular updating of the software** used for the Processing of Personal Data.
7. **Authorisation system.** Such system must include:
  - a. the identification and configuration of the authorisation profiles of personnel authorised to carry out Processing activities before the start of such Processing and in such a way that the Processing activities carried out by each authorised person are only those that comply with the so-called least privilege principle and in any case with the principles that regulate the Processing of Personal Data (in particular, the principle of minimisation);
  - b. the verification of the existence of conditions for the retention of the authorisation profiles with adequate periodicity, in any case not exceeding one year and, in any case, the timely updating of the authorisation profiles where necessary, as well as the immediate disabling of profiles that are no longer necessary (e.g. due to the revocation of the authorisation for Processing or termination of the employment relationship with the authorised person in charge).
8. **Access limitation system**, such as to allow access to the computer resources provided for the Processing of Personal Data only to authorised persons with an account required for this purpose, which must be assigned in accordance with the authorisation profile assigned to each authorised person. This system must be accompanied by monitoring and logging measures of the Processing activities carried out on the aforementioned IT resources.
9. **Computer authentication system**, such as to allow the Processing of Personal Data only to authorised personnel equipped with specific personal authentication credentials that allow the passing of an authentication procedure relating to a specific Processing activity or set of Processing activities. Such system must include:
  - a. individual authentication credentials consisting of an identification code for the authorised person associated to a confidential component (password), known only to that authorised person. Where necessary, in accordance with the risks posed by the Processing activities to the rights and freedoms of the Data Subjects, it is necessary to implement multi-factor authentication procedures (“MFA”);
  - b. that authorised personnel is required to take the necessary precautions to ensure the secrecy of the password;
  - c. that a password has a sufficient level of complexity and, in particular, is composed of a minimum of 8 (eight) characters, of which at least one uppercase letter, one lowercase letter, a number and a special character, not containing any references easily attributable to the authorised person and to be necessarily changed both on first use and subsequently at least every 6 (six) months.
  - d. that the credentials already used cannot be assigned to other authorised persons, even at different times;
  - e. that authentication credentials that have not been used for at least 6 (six) months are deactivated, as well as those relating to an authorised person who no longer has the characteristics that allowed them to carry out Processing activities.

10. **Policies and procedures ensuring the security of Personal Data.**
11. **Policies and procedures for the correct use of IT and telematic tools** for Processing by authorised personnel, which also include any mobile devices and removable media used for Processing.
12. **Policies and procedures for the prevention and correct management of Breach of Personal Data** (“Data Breach”).
13. **Regular training** on the security of the Processing of Personal Data for authorised personnel.
14. **Measures for the secure erasure** of Personal Data.
15. **“Physical” security measures** (including measures to limit access to the premises where the IT resources used for Processing and archives of Personal Data are located).
16. **Procedures for the periodical testing, verification and assessment of the effectiveness of the security measures** adopted.

## ANNEX I

### PERSONAL DATA PRIVACY NOTICE

As part of the activities related to the Marketplace Agreement concluded between them (hereinafter referred to as the “**Agreement**”), YOOX NET-A-PORTER GROUP S.p.A. and the Seller (hereinafter collectively “**Parties**” and individually “**Party**”) mutually declare that the personal data relating to the subscribers of the Marketplace Agreement, the legal representatives, the employees and the collaborators of the other Party involved in the activities relating to the conclusion and fulfilment of the Agreement (hereinafter collectively “**Data Subjects**”) shall be processed by each Party, as independent controller, in compliance with current legislation on the protection of personal data and as set forth in this notice.

YOOX NET-A-PORTER GROUP S.p.A. (hereinafter “**YOOX**”), company with sole shareholder subject to the management and coordination of Compagnie Financière Richemont S.A, with registered office at Via Morimondo, 17, 20143 Milan, registered in the Milan Companies Register, with Tax Code/Vat No. 02050461207, can be contacted by the Data Subjects at the following addresses:

YOOX NET-A-PORTER GROUP S.p.A., Via Morimondo 17 - 20143 Milan (Italy)

Data Subjects may also contact the “Data Protection Officer” (DPO) of YOOX, by writing to the “Data Protection Officer” at the address indicated above, or by email at [dpo@ynap.com](mailto:dpo@ynap.com).

YOOX declares that Seller’s Data Subjects (name and surname, role and company contact details; for subscribers of the Marketplace Agreement and legal representatives also tax code, place and date of birth; for the Seller’s Data Subjects only, also the data associated with the account allowing them to access the management portal of the Seller’s pages published on the “yoox.com” website), whether collected by the Data Subjects, provided by the Seller or, only for the data of subscribers of the Marketplace Agreement and legal representatives, acquired from publicly accessible sources (Register of Companies or other public registers), solely for the following purposes:

- to conclude and start the contractual relations with the Seller with which the Representatives are bound by contract and fulfil the related services and obligations, and
- to fulfil a consequent legal obligation to which the controller is subject.

The Data Subjects are not obliged to provide their personal data, but (i) the provision of the data of the subscriber and the legal representative is a necessary requirement for the fulfilment of the Agreement between the Parties and (ii) the provision of data of employees and collaborators is necessary to be able to correctly fulfil the Agreement. Failure to provide these data would make it impossible for the Parties to conclude the contract and/or to fulfil it.

Personal data shall be retained for the entire duration of the contractual relationship between the Parties and, for administrative reasons, for a further 5 years from the date of its termination, which may have occurred for any reason. The data of the Data Subjects who, before now, cease to be the Representatives of the Seller shall be retained until said Seller or the Data Subject informs YOOX of this occurrence. The only data necessary to fulfil legal obligations shall be retained for the duration required by applicable civil, tax and administrative and accounting regulations (as per Article 2220 of the Italian Civil Code, which requires to retain accounting records for ten years from the date of the last record entry). YOOX shall retain the data for a period subsequent to the terms indicated where this is necessary for the

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protection of their rights in reference to any pre-litigation or litigation situations and until the conflict situation or the judicial dispute involving the Data Subject can be considered definitively resolved (including any related appeal judgments). In any case, due to technical reasons, the definitive deletion (or irreversible anonymisation) of personal data shall be concluded within 30 (thirty) days from the terms indicated above.

The personal data may also be transferred to countries outside the European Economic Area (EEA); in that case, their transfer shall take place only if the European Commission has established by its own decision that the third country guarantees an adequate level of protection or, in the absence of such a decision, if: a) standard data protection clauses adopted by the Commission have been signed; b) standard data protection clauses adopted by the supervisory authority and approved by the Commission have been signed; c) a code of conduct has been signed, together with the binding and executive commitment by the data controller or processor in the third country to apply adequate guarantees, also with regard to the Data Subjects' rights; d) a certification mechanism has been adopted, together with the binding and enforceable commitment by the controller or the processor in the third country to apply adequate guarantees, also with regard to the Data Subjects' rights.

The Data Subjects may visit the European Commission website at the following link 'Adequacy Decision' ([https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en)) to obtain information concerning the existence or absence of a European Commission adequacy decision or, in the absence of such a decision, they may contact YOOX to obtain information about the appropriate or necessary guarantees and means for obtaining a copy of that data or the place where it is kept.

The Data Subjects enjoy the following rights:

- a) the right to access their personal data, i.e. to have confirmation as to whether processing of personal data relating to them is in progress and, in that case, to obtain access to the personal data and the information about its processing;
- b) the right to rectify their personal data, i.e. to obtain the correction, amendment or updating of any inaccurate information or that which is no longer correct as well as to supplement incomplete personal data, also providing a supplementary declaration;
- c) the right to the erasure of their personal data when (i) it is no longer necessary for the purposes for which it was collected or processed, or (ii) it has been processed unlawfully, or (iii) it must be erased to fulfil a legal obligation, or, finally, (iv) there has been an objection to its processing (see below "right of opposition") and there is no prevailing legitimate reason which allows YOOX to proceed with the processing. The right of erasure cannot be exercised in cases where the personal data must be processed to fulfil a legal obligation to which the Party is subject, as well as to establish, exercise or defend a right in court;
- d) the right to restrict the processing of their personal data, i.e. to require YOOX to keep that data without however being able to use it. That right can be exercised only when (i) there is a challenge to the accuracy of the personal data, for the period necessary for YOOX to check the accuracy of that personal data, or (ii) the data processing is unlawful and the restriction of its use is requested, instead of the erasure, or (iii) although YOOX no longer needs it for the purposes of the processing, the personal data is necessary for the Data Subject to establish, exercise or defend a right in court, or (iv) its processing has been opposed (see below "right of opposition"), awaiting the check about any prevalence of YOOX's legitimate reasons compared with those of the Data Subject;
- e) the right to submit a complaint to a supervisory authority (the complaint is the instrument which allows the Data Subject to contact the authority to complain about a breach of personal data protection rules and to request an audit). In particular, an approach can be made to the supervisory authority of the EU Member State where it has its residence, where its own work is carried out or the place where the data processing regulations are considered to have been breached. More information about the complaint or about how to make a complaint can be obtained by consulting the website of the Italian supervisory authority (<https://www.garanteprivacy.it/web/guest/home/docweb/-/docweb-display/docweb/4535524>).

The Data Subjects also enjoy the right to object at any time, for reasons connected with their particular situation, to the processing of their own personal data. In that case, YOOX will refrain from processing the personal data at a later date unless cogent legitimate reasons are proven to exist to proceed with the processing which prevail over the Data Subject's interests, rights and freedom or for the establishment, exercise or defence of a right in court.

Concerning the exercise of the above-mentioned rights, the Data Subjects may contact YOOX by using the contact details set out above.

This notice is up-to-date on the date of signature of the Marketplace Agreement and may be subject to changes and additions over time. YOOX shall inform the Data Subject in an adequate and timely manner in case of substantial

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changes to this notice.