KENZO GENERAL SALE AND DISTRIBUTION CONDITIONS

The following General Sale and Distribution Conditions ***(hereafter the "GSDC")*** defined hereinafter shall apply to all orders placed with KENZO, a limited company with share capital of €2,153,040, the registered office of which is located at 18, Rue Vivienne, 75002 Paris, France, registered in the Paris Trade & Companies Register under no. 402 180 194 ***(hereinafter referred to as "KENZO")***, as of November 18, 2026 (FW27 season and seq), and for all sales made by said company, concerning the distribution and sales of high-quality women's and men's ready-to-wear Products and fashion accessories under the KENZO brand ***(hereinafter the "Products")***.

The distributor ***(hereinafter referred to as the "distributor" or "company")*** declares that it expressly accepts these GSDC, which shall prevail over any other general conditions of purchase and over any other documents such as prospectuses, brochures, advertising or promotional documents or catalogues issued by KENZO and which are for information only.

However, in the event of contradiction between these GSDC and any distribution contract as may be concluded with the distributor, the provisions of said distribution contract shall prevail.

By accepting these GSDC, the distributor also accepts the terms and conditions related to online distribution, as provided in **Appendix A** (Selective Distribution Charter applicable to e-tailers).

The fact that at any given time the provisions of these GSDC, including its **Appendix A**, are not relied upon, shall not have the consequence of depriving the provisions hereof of their effect and may not be construed as a waiver by KENZO, of any nature, of its right to rely on these conditions at a later date.

ARTICLE 1: Conditions for the distribution

1.1 Point of sale

By maintaining its distribution in luxury points of sale, conforming to its brand image, with the notoriety and prestige of its high-end Products, KENZO has forged its reputation and style among the great prêt-a-porter fashion houses. For KENZO, the choice of its partners is therefore essential in order to guarantee, at the global level, the success of its Products and services.

Thus, in addition to running its self-owned boutiques and e-shop (www.kenzo.com), KENZO grants authorization for the sale of its Products to exclusive distributors, and multi-brand resellers (including corners), whose point of sale must always correspond and comply with the following KENZO brand qualitative criteria, i.e.:

- The point of sale must be geographically located in an environment that ensures the respect for its brand image.
- The general appearance of the point of sale (architectural design, furniture, interior layout, shop window, visual presentation) must be of high quality.
- The positioning of the other brands sold in the point of sale must correspond to that of the Products distributed by the point of sale, (for example, Products for Women : Balenciaga, Moncler, Off White, Comme des Garçons, Acne, Alexander McQueen, Stella, Burberry, Isabel Marant, Jil Sander, Ambush, Amiri, A Cold Wall, Palm Angels, Stussy, …; Products for Men: Balenciaga, Moncler, Off White, Comme des Garçons, Acne, Alexander McQueen, Burberry, Isabel Marant, Jil Sander, Ambush, Amiri, A Cold Wall, Stone Island, Palm Angels, Stussy, …).
- The Products should be presented in a consistent manner in the point of sale and comply with the merchandizing agreement established by KENZO; a space must be devoted to the Products; the latter must not be mixed in with other brand articles in the point of sale.
- The point of sale should constantly ensure the presence of an experienced sales team (professional and specialized advice) available on site which is welcoming, accessible (i.e. in adequate number with respect to the point of sale size and turnover), is well groomed and able to speak at least one foreign language.

KENZO also authorizes distributors to sell online, provided said distributor fulfil the selective criteria as determined in the Selective Distribution Charter applicable to e-tailers **(Appendix A)**. The distributors e-commerce website shall then be considered as a point of sale.

1.2 Marketing methods

Considering the seasonal nature of the activity, only Products from the current season may be offered for sale to the consumer in the point of sale. Exceptionally, during regulated sale periods or any promotional period, Products from previous seasons may be sold in a separate clearly identified area of the point of sale in relation to the current season's Products.

The distributor undertakes not to distribute Products outside this point of sale as indicated in the order and, generally, no Products may be sold in any place other than this point of sale except with KENZO's prior written consent.

The distributor undertakes not to sell Products under any form whatsoever to any community or collective body, to any merchant, whether French or foreign, wholesaler or retailer, any central purchasing department, office or group, any works council, except to other distributors of the same kind of distribution, satisfying KENZO's selective criteria, which are part of the network of KENZO approved distributors in the European Economic Space and according to the terms set forth below. The distributor will keep available to KENZO for one year a copy of invoices corresponding to these sales. KENZO may consult them if there are any elements liable to cause it to believe that the distributor has sold Products outside the KENZO Network. This exception applies only to distributors located in the European Economic Space.

In order to maintain the consistency of the KENZO retail network and the up-market image of its Products and brand name, the retailer expressly undertakes to submit to KENZO for prior approval all advertising operations relating to KENZO and/or to the Products which the distributor itself is considering undertaking, it being reiterated that the distributor is always entitled to set the Products' resale prices.

Some Products benefit from textile, traceability, or sustainability certifications. The use of the certifications, references to standards, or use of logos, are strictly reserved for Distributors who are themselves certified for the standards at stake. A non-certified Distributor is prohibited from using the certifications (including standards, logos, etc.) that the Products benefit from as a communication tool.

ARTICLE 2: Trademarks - Patterns and Models

2.1 Rights over trademarks, Patterns and Models

The distributor acknowledges that KENZO is and shall remain the exclusive owner of KENZO trademarks and of any drawings and models of Products.

The distributor therefore acknowledges that it neither has, can have nor can enable any third party to have any right of any kind over the KENZO trademark, any drawings and models of Products, any distinctive signs, layout, decor and/or presentation used by KENZO for the point of sale or for any Products, visuals, logos or slogans and, more generally, over any element protected by any intellectual property right of which KENZO is or may be the holder, licensee or user.

Any action for infringement concerning KENZO trademarks and / or the Products' patterns and models, shall lie with KENZO and shall be brought where KENZO deems it necessary, it being specified that KENZO shall bear the entire cost but shall also retain the entire benefit of any damages as may be awarded as a result.

2.2 Conditions of use

Within the framework of the sale of Products by the distributor, KENZO grants the latter a restricted authorization to use its name, trademarks and KENZO graphics for Products offered for sale by the distributor, for the sole purpose of facilitating and promoting the marketing of the said Products. Any other use is strictly forbidden unless previously approved in writing by KENZO.

In particular, the distributor is forbidden to reproduce or imitate (i) KENZO trademarks as a trademark, domain name, corporate name and/or trade name, and (ii) Product drawings and models, either totally or partially, in any form whatsoever.

The distributor shall obtain KENZO's prior written agreement before making any use of (i) the KENZO trademark (including on posters, packing bags, commercial documents, etc.) in order to preserve the KENZO brand image, and (ii) graphics used in KENZO catalogues as the said graphics required the purchase of certain rights - such as model and photographic rights, etc. - for strictly restricted and specified uses.

In general, the retailer undertakes to fully comply with the conditions of use specified by KENZO relating to its name, trademarks, drawings and models, including KENZO product graphics.
This restricted authorization granted to the distributor is only valid for the single season of Products ordered. Each season shall expire at the end of the corresponding regulated period for seasonal sales.

ARTICLE 3: Duties owed by the distributor

Distributor must clearly state its own trade name and / or company name on all advertising via the press, posters, prospectuses or any other medium which bears the logo of one or more Product collections.

Generally, every distributor shall ensure that customers cannot be led to believe that said distributor's point of sale is a boutique operating under KENZO's own trade sign, and undertakes not to take any action which may give rise to confusion in this respect.

Similarly, the distributor must remove the KENZO logo from its shop window or front, as well as all KENZO advertising materials, in the event that it is out of stock for the current season, and when its commercial relations with KENZO come to an end, for any reason whatsoever. In this latter case, removal must take place at the latest at the end of the regulated period for seasonal sales for the latest season collection on which the parties worked together.

Products may not be presented, sold or provided to the consumer in any packaging not intended for this purpose.

KENZO reserves the right to constantly modify its product lines/collections, in particular by combining, splitting or withdrawing such lines/collections, in order to follow fashion trends. The said modifications shall not entitle the retailer to receive any compensation.
In addition, KENZO may modify models presented during shows that are deemed to be a stylistic or technical improvement, and also reserves the right to remove certain models for production-related reasons, which the distributor also expressly accepts.

Each season, orders for each collection must be for sufficient quantity in order to allow the distributor to present its customers with a representative range of Products for said collection respecting a balance between the different categories of Products offered, on the one hand, and, on the other hand, to avoid any unfair conduct towards the KENZO trademarks and sales network such as using the brand as a draw for custom. Thus, for example, the distributor may not proceed with advertising unless he holds a sufficient stock of Products, so as not to be prosecuted for misleading or deceptive advertising.

The minimum amount excluding taxes below which KENZO will not accept an order will be specified by KENZO at the start of the season prior to each ordering period. Accordingly, KENZO will be entitled to refuse any order below the amount it has set.

Moreover, DISTRIBUTOR shall strictly abide by administrative procedures indicated by KENZO, in regard to order transmission and reception (forms, time limits, dates, group of deliveries if any, etc.), possible complaints, restocking orders, etc.
Generally, the distributor undertakes to always conduct itself, with regard to KENZO, its network or consumers, as a loyal partner in good faith and to provide KENZO with any necessary information or to inform it of any problem with its clientele or with any other distributor.

ARTICLE 4: Orders – Deliveries– Payment

4.1 Orders

All orders must be signed or digitally validated (through KENZO's order taking system) by the distributor and shall become final eight calendar days after its signature or digital validation by distributor.

After expiry of the above period of eight days, no cancellation or modification of an order by the distributor shall be accepted.

KENZO reserves the right not to produce a product reference, which consequently causes the immediate amendment of the order regarding said non-produced reference, even after the order became final, In such event, KENZO undertakes to inform distributor of such change in its order, by any communication means.

In case of cancellation of an order by the distributor, the distributor shall be ipso jure liable to immediately pay to KENZO a "withdrawal indemnity" (*in French "dédit"*) equal to 30% of the amount of the order if cancellation occurs between nine (9) and fifteen (15) days following the date the order was placed, 50% if the order is cancelled between sixteen (16) and forty-five (45) days following the date the order was placed and 100% if cancellation takes place beyond that period.

All orders shall automatically be cancelled eight days after the first official presentation of registered mail with return receipt duly sent by KENZO to distributor and which remained uncured, in the following cases:

- where the distributor has failed to provide an additional financial security, within 15 days from KENZO's request, due to changes of the Distributor's financial situation;
- where distributor has failed to pay upon maturity, according to the payment terms agreed among KENZO and DISTRIBUTOR prior to placing the order;
- where distributor refuses to take delivery of its order;
- where all or some of the distributor's obligations have not been met, and specifically, failure to comply with KENZO's selective criteria or with the Ethics and Compliance clause (Article 6);
- where the distributor's order(s) has been transferred to a third party (specifically at the time of transfer of business) without KENZO's prior written approval;
- where the distributor has undermined KENZO's trademarks, has infringed trademarks and / or patterns and models, and / or has engaged in unfair competition.

In such events, all the amounts already paid by the distributor shall remain KENZO's property and all the amounts due to KENZO become payable immediately. In addition, given the seasonal specificity of the activity, and given that production is launched based on the amount of orders received, the distributor shall be automatically liable to pay remedies and damages equivalent to 100% of the cancelled orders, without prejudice to late payment penalties which remain due, as well as to all claims and actions KENZO may take to recover costs and expenses incurred by KENZO in recovery actions of any kind. Moreover, KENZO reserves all rights to take any legal action for obtaining compensatory damages further to distributor's negligence and /or tort liability on all possible grounds.

4.2 Deliveries / Claims

4.2.1 Delivery lead times are always indicative and are indicated "ex-factory". It shall not give rise to any liability on the part of KENZO. No damages or penalties shall be owed in the event of late delivery, and such delays cannot be used as grounds for cancelling the order.

Delivery cannot be made unless the distributor is up to date with all its obligations with regard to KENZO. Failing this, KENZO reserves the right to suspend the delivery of current or future orders until complete satisfaction of the said obligations, and the order may even be cancelled in accordance with the terms of article 4.1.

KENZO reserves the right to deliver the goods to distributor as from the first day of the delivery window dates, as specified on the order. KENZO undertakes to make its best efforts to comply with said window delivery dates. However, distributor shall not be entitled to claim for any damages, remedies or compensation of any kind, in the event KENZO cannot comply with said delivery window dates, except when caused by KENZO's gross fault.

The respective responsibilities of KENZO and of the distributor shall be defined in accordance with the "FREE CARRIER" INCOTERMS (FCA) as determined by the International Chamber of Commerce in 2020, unless otherwise stipulated in the order and accepted by KENZO, including in particular as regards to the party bearing the cost of carriage.

Thus, pursuant to INCOTERMS "FCA", carriage shall be borne exclusively by the distributor and KENZO's liability shall cease as of the time the packages are remitted to the carrier appointed by the distributor, and the distributor shall alone bear the risks pertaining to the Products as of their departure from KENZO's offices, warehouses or other premises.

4.2.2 All claims concerning the quality of the Products or non-conformity to the order must be sent in writing within eight days from the delivery of the Products in order to be taken into account.

If need be, these Products shall be returned to KENZO, after KENZO's prior consent has been obtained in writing, carriage paid and at the distributor's exclusive risk. All returns made without KENZO's prior written consent and without the "Return Authorization Number" provided by KENZO, shall be refused.

In addition, any claim related to missing Products or missing boxes has to be transmitted in writing within forty-eight hours after expressing reservations to the forwarder on the delivery note at receipt of the goods.

Any return outside the European Union is subject to import duties.

These duties will be deducted from assets issued by KENZO to the distributor's benefit, according to the type of Products, as follows:

- Ready to wear, 12%
- Leather accessories, 2.5%
- Footwear, 18%

4.3 Payment

The Products are supplied at the price in force on the date the order is placed, and the distributor hereby represents and declares that he has examined the prices before entering into contract. Prices are given, at KENZO choice, in euros or in any other foreign currencies, net, excluding taxes.

When applicable, the "Taxe Parafiscale sur l'Habillement" shall be chargeable to the distributor.

As per SAPIN II law (French law n°2016-1691) regarding transparency and anti-corruption measures, KENZO shall only accept payments under the following cumulative conditions:

1. The company (distributor) has provided an official document certifying its registration towards a local trade registry (registration number mandatorily required);
2. The company (distributor)which pays is the one which has signed the order and has been invoiced by KENZO;
3. The bank account is held by the invoiced company (distributor) and is based in the country where the company is registered. Please note that KENZO is not able to accept payment from a bank account based in a tax haven such as defined by OEDC, unless the company (distributor) holding such bank account is indeed registered in a tax haven;
4. Payments cannot be accepted from a physical person, unless such person operates under a self-employed company (duly registered, as per 1 *supra*).

Payment terms are determined by KENZO, prior to the distributor's order placement.
As a rule, and unless specific terms, KENZO's invoice are payable:

- Either within a maximum of 60 days from the invoice date, without discount.
- Or in advance, without discount. In that case, prepayment of 30% of the distributor's order is immediately due at the order confirmation, and 70% prior to shipment, within 10 days upon receipt of KENZO's pro-forma invoice.

No cash discount shall be granted for early payments.

At any time, if the distributor's situation changes - notably its financial situation or in case of failure of payment - KENZO reserves itself the right to request from distributor any suitable method of payment and/or any suitable payment terms and/or any guarantee.

Any default or late payment with respect to the due date appearing on the invoice shall give rise, automatically and without prior notice, to late payment interest calculated with an annual rate of 12% of the global amount owed with delay and to a payment of a fixed compensation of 40 euros for collection fees by invoice in default of payment emitted. If collection fees are superior to this amount, KENZO reserves the right to ask for an additional compensation on justification.

Interest shall begin to accrue as from the following day of the payment due date as appearing on the invoice, and shall continue until the date of full payment of the entire sum due to KENZO.

Failure to pay a single invoice at due date makes any debt not yet due immediately payable, *ipso jure* and without the need for any prior notice. Any debt collection required using legal means will give rise to invoicing of all costs and late payment interest.

Finally, if an instalment is not paid within the set time period, KENZO reserves the right to suspend or cancel deliveries of orders or to require the distributor to pay in advance, without any discount, by bank transfer, for all current or future orders.

Sale of business or cessation of activities: Notwithstanding the provisions of article 4.1 paragraph 5, the transfer by the distributor of all the elements composing his business, will render immediately payable by the seller, *ipso jure* and without any prior notice, all debts, even those that are not yet due, arising prior to the transfer. The same shall apply to any cessation of the distributor's business.

ARTICLE 5: Reservation of title

Pursuant to Article L.621-122 of the French Commercial Code, delivered Products shall remain the property of KENZO until full payment of their price.

It is hereby specified that delivery of a bill of exchange, whether accepted or not, or any other instrument creating a duty to pay, shall not be deemed to constitute payment. Only payment in cash or the definitive cashing of a cheque or bill of exchange shall be deemed full and effective payment.

However, the distributor shall bear all risk pertaining to the delivered Products and undertakes to obtain insurance covering the risks of loss, theft and partial or total destruction of the good, whatever the cause of the loss or damage, even in the event of Act of God, pure accident or force majeure; under said insurance, the insurer shall be obliged to pay compensation directly to KENZO insofar as title to the Products has not passed to the distributor. The distributor undertakes to produce a copy of insurance certificates for said insurance to KENZO on its first demand.

Until full payment has been made, the distributor undertakes not to grant any security interest over or pledge the Products covered by the reservation of title, or to use them as any form of guarantee.

Should a third party proceed with seizure or distraint of the Products covered by the reservation of title, the distributor shall, at the time the formal record of distraint or seizure is drawn up, inform the acting bailiff of the reservation of title in favor of KENZO and shall inform KENZO within 12 hours of the seizure or distraint.

The distributor shall take all necessary steps to ensure that the delivered Products remain perfectly identifiable as property of KENZO until full payment of the price.

The distributor shall be authorized, in the context of the normal operation of its business activity, to sell the delivered Products. However, said authorization to resell delivered Products which have not yet been fully paid for shall be automatically withdrawn in the event that the distributor should cease to pay invoices owed to KENZO.

The distributor undertakes to allow Products to be identified and claimed back at all times; it being agreed that any Products in stock shall be deemed to be unpaid Products. KENZO reserves the right, in the event of breach of any obligation undertaken by the distributor and after simple recording thereof, to immediately repossess the Products.

ARTICLE 6 : Ethics and Compliance

The distributor undertakes to comply with the LVMH Supplier and Business Partner Code of Conduct accessible here: LVMH Supplier and Business Partner Code of Conduct - LVMH

ARTICLE 7: Personal data processing

Information related to the processing of personal data concerning the distributor are detailed in Appendix B "Information related to the DISTRIBUTOR's personal data processing" of the present GSDC.

ARTICLE 8: Force majeure

In the event of force majeure, KENZO shall not be liable for any delay or breach in the performance of its duties. The following shall be considered events of force majeure, without this list being deemed exhaustive: war, riot, insurrection, social disturbances, strike, factory closure and lockout, transport strikes, impossibility of delivery by KENZO by no fault of its own, whatever the cause thereof (including impossible delivery to distributor located in a country under international sanctions), problems for KENZO in obtaining deliveries of raw materials and supply of utilities.

ARTICLE 9: Governing law - Jurisdiction

These GSDC are governed by French law in all respects. The language for interpretation of these conditions shall be French.

Any dispute arising from the performance of contractual relations between KENZO and the distributor, as well as from the acts and deeds which are the consequence thereof, shall be submitted to the jurisdiction of the competent courts of Paris, notwithstanding any third-party proceedings or rejoinder, or in the event of multiple defendants. This jurisdiction clause shall apply even in the event of urgent summary proceedings of a protective nature ["référé"].

KENZO shall, however, be entitled to bring proceedings before any other competent court, including notably the court having jurisdiction over the registered offices of the distributor or over the place where the delivered Products are located. Commercial papers or acceptance of payment shall not cause novation nor provide any exception to this clause.

Date: _____

Distributor: _____

Represented by: _____

Signature:

Appendix A: Selective Distribution Charter applicable to e-tailers
Appendix B: Information related to the distributor's personal data processing

APPENDIX A: SELECTIVE DISTRIBUTION CHARTER APPLICABLE TO E-TAILERS

The company KENZO, a limited company with share capital of €2,153,040, the registered office of which is located at 18, Rue Vivienne, 75002 Paris, France, registered in the Paris Trade & Companies Register under no. 402 180 194 **(hereinafter referred to as "KENZO")** designs, manufactures and distributes women's and men's ready-to-wear fashion Products and accessories, of high quality, under the brand name KENZO **(hereinafter the "Products").** The brand has an international reputation.

By maintaining a high-end distribution structure which is selective and combines mono-brand Boutiques owned by KENZO, or operated by exclusive distributor, high-quality multi-brand fashion retailers, and its ecommerce website, KENZO has forged a reputation and built a unique style amongst the great names of luxury ready-to-wear **(hereinafter the "KENZO Network")**.

For KENZO, the choice of its retailers is vital to guarantee, on a worldwide level, the success of its Products and of its services. Therefore, the members of the KENZO Network, which are authorised to sell the Products, are subject to prior accreditation by KENZO based on objective criteria of a qualitative and quantitative nature, which are required in light of the reputation and the image of the brand, of the nature and quality of the Products, of the rules applicable to the retailing of the Products, of quality standards as regards reproduction of KENZO's image, and likewise of the necessity that customers be informed and advised in an appropriate manner.

Prior to joining the network, all members of the KENZO Network undertook to meet and to comply with the qualitative and quantitative criteria as defined in the KENZO's General Sale and Distribution Conditions **(hereinafter "GSDCs")**; having in mind that the maintenance of quality standards, of the reputation and of the brand image of the Products must be, for the retailer, a constant preoccupation.

Given the special features pertaining to the internet, the selective criteria applicable to the online retail sale of the Products have been determined in order to safeguard KENZO's image and to guarantee to consumers the same quality standards as those provided in brick and mortar points of sale.

A retailer which directly operates its own e-commerce website (**hereinafter the "Etailer"**), whether or not it operates a brick and mortar point of sale, is authorised to sell the Products on its website (**hereinafter the "Website"**), provided that it has agreed to the GSDCs beforehand and that it meets the selective criteria set out hereinafter.

1. Scope of application of the accreditation

By obtaining accreditation, which shall be granted in a showroom, the Etailer undertakes to meet the criteria defined hereinafter during the period for which the Products ordered (in the showroom and outside the showroom) are offered for sale.

The accreditation granted by KENZO is solely valid for the Website which is presented and operated directly by the Etailer. Each new Website operated by the Etailer must be the subject of a separate accreditation issued by KENZO.

Each point of sale operated by the Etailer, whether it be a Website or a brick and mortar point of sale (in which it sells/wishes to sell the Products) has a corresponding dedicated client account, which is distinct from the other points of sale, meaning that orders must be placed separately for each point of sale.

Accreditation is only granted for the territory in which the Etailer has its main establishment. Consequently, unless KENZO consents otherwise in writing, Products sold via the Website may only be delivered to end consumers located in the country in which the Etailer has its main establishment. Nevertheless, when said establishment is located in a country which is a member of the European Union, the Etailer is free to sell on its Website and to deliver the Products to addresses in all countries which are members of the European Union.
Accreditation must be renewed every time a new order is placed in a showroom.

2. Criteria relating to the environment and to the general presentation of the Website

Experience: Unless the Website is operated by an Etailer which also operates a brick and mortar point of sale, the Website must have been operated for at least one year prior to an accreditation application, and must have offered for sale over the same period products of the same type as the KENZO Products.

Ergonomics and general aesthetics: The Website must provide the ergonomics and the general aesthetic aspects which one could legitimately expect from a luxury brand like KENZO. In particular, navigation on the Website must be easy and intuitive, the Website must not have features which are liable to disrupt navigation such as untimely or inopportune banners and pop-up windows. The visuals must be of a high standard.

Domain name: The domain name of the Website must not infringe KENZO's intellectual property rights or those of third parties, and must be compatible with the prestigious image of KENZO. Consequently, the Etailer shall not register a domain name which includes the name of the "KENZO" brand, of a Product or of a range of Products.

The lawfulness and accuracy of content: As an independent trader, the Etailer is solely liable for the content published on its Website. Towards KENZO, the Etailer undertakes that the content of the Website shall be:

- Compliant with the applicable regulations;
- Lawful, in particular in relation to intellectual property law and to image rights;
- Accurate: The Website must not contain any inaccurate details or descriptions, or indications which are likely to mislead or to impair the choices made by consumers.

In general, the Etailer shall meet the obligations which are incumbent upon it as an ecommerce operator, both towards consumers and brands sold on the Website.

Links: The Website may not provide links to or redirect consumers to another website which is not a member of the KENZO Network, without KENZOs' prior consent.

Environment of the KENZO Brand: The other brands sold on the Website must be compatible and must belong to the KENZO Brand environment, as defined in the GSDCs.

Browser, System and Mobile Device Operating System Compatibility: The Website must be compatible with the most recent versions of the main browsers (Internet Explorer, Firefox, Chrome and Safari). The Website must also be compatible with navigation on an Android, IOS and Windows mobile phone or tablet.

3. Criteria relating to commercial use of the brand and of the Products sold on the Website

Dedicated page: The Website must dedicate a page to the KENZO Brand. This page shall contain an overview of the brand, of its concept, of the inspiration behind the current collection, etc., in accordance with the particulars provided by KENZO to the Etailer. The content (text and visuals) must be approved by KENZO beforehand.

Under no circumstances can the page dedicated to KENZO offer for sale or promote other products than Products.
The Etailer is authorised, on a provisional basis, to use the logo and the visuals of KENZO (e.g. in advertising campaigns) provided by KENZO, in strict compliance with the provisions set out in Article 2 of the GSDCs.

Should the Etailer wish to use on its Website any visual pertaining to KENZO, it shall first seek for KENZO prior consent, so that the latter can ensure that the visual used corresponds to the message sent.

The Products must be presented in the "Fashion Designers", "Designers" or "Luxury" section of the Website, if such section exists.

Products sold: In accordance with the provisions of the GSDCs, only Products from the current collection can be offered for sale, except in official sales periods, and promotions.

Product presentation: The presentation of the Products must correspond to the image which one can legitimately expect from a luxury brand.

(i) Visual presentation

The photos of the Products must be aesthetically pleasing and of a high standard. The photos must have a high density of retina-type pixels (high resolution).
The photos in Product overviews shall only showcase Products (for complete looks, a model may wear products apart from Products, provided that the products completing the look correspond to the KENZO brand environment, as defined in the GSDCs).
At least two photos must feature the Product in each Product overview.
Consumers must be able to zoom in on each photo.

(ii) Product information

Each Product overview must feature the name of the Product, a full and detailed description of it, its composition, a size guide, and also its retail price.
Product overviews indicate whether a Product is available or not. If a Product is not available, the Website may provide the consumer with the date on which the Product shall be available again, or a wish list.

(iii) KENZO recommendations

In order to maintain the unity and the uniformity of the KENZO Network, KENZO reserves the right to communicate to the Etailer recommendations regarding promotions and sales. In all cases, the Etailer remains free to set its retail prices.

4. Criteria regarding the fulfilment of orders and customer service

The online purchasing experience must be straightforward and intuitive for the consumer.

Customer service: Customer service is a vital component of the experience which the consumer can legitimately expect from a luxury brand such as KENZO. Consequently, the Website customer service must be at least of an equivalent standard to the standard which a consumer might enjoy in a brick and mortar point of sale.

The Website customer service must be supplied promptly and be available during office hours, by email, instant chat, or phone (by calling a normal-rate number). Staff must be qualified, and able to provide the consumer with personalised information and advice.

Shipping of orders: The cost of postage and packing, if applicable, must be indicated to consumers before an order is placed.

All orders must be shipped within a maximum of three (3) days.

Furthermore, the packing of each order must be compatible with the brand image of KENZO. Shipped Products must arrive at the delivery address in a good condition, must not be creased, and must comply with any instructions which may have been given by KENZO.

Legal notice and terms of sale to the consumer: The Website sets out all the legal requirements, in particular those regarding the identity of the Etailer.

Moreover, the Etailer undertakes that its own general terms and conditions of sale, applicable to its consumers, shall comply with the local law where the Etailer has its main establishment, in particular with regards to consumer law.

Return policy: The Etailer undertakes to accept return requests made within fourteen (14) days from the Products delivery date to the customer.
The shipping costs related to return of Products can be at customer costs.

Secure online payment: The Website must feature a secure transaction system. The system must comply with PCI DSS (latest version) security standards.

Furthermore, the Website must incorporate an anti-fraud system such as 3DS, Scoring, Revue Manuelle, etc., which enables fraudulent payments to be restricted as much as possible, in particular with regards to stolen cards.

Personal data protection: Customer and/or visitors' personal data must be collected and processed in compliance with applicable legislation.

The Etailer shall draw the attention of the consumer on the collection and processing of personal data, particularly regarding the type of data collected, the purpose of the data processing carried out, and the consumers' rights to have access, modify or delete its personal data.

The level of security of the Website must be sufficient to prevent any and all intrusions, alterations of and/or misuses of the personal data communicated by the customers.

5. Criteria relating to advertising, PR, promotion and marketing around the Website

Referencing on third-party website: The Etailer shall refrain from referencing Product overviews on third-party websites, without KENZOs' prior and written consent; it being understood that said websites shall have to be audited by KENZO to verify if such meet the selective criteria of the KENZO Network.

Paid search engine optimisation: Concerning paid search engine optimisation, the Etailer may bid for keywords containing identical or similar signs to the KENZO brand and/or to the names of Products and/or the names of Product lines, under the following conditions:

- The Etailer undertakes to inform KENZO beforehand of all campaigns, related to the Products, it intends to run;
- The keywords used must be compatible with the brand image of KENZO;

Social networks: The Etailer may promote its Website and the Products on social networks, provided that said promotion follows KENZO's recommendations. Such promotion must be compatible with the brand image of KENZO and must respect KENZO's intellectual property rights.

6. Control of the KENZO Network

The Etailer undertakes to purchase Products exclusively from KENZO or from a member of the KENZO Network. More generally, the Etailer shall refrain from purchasing products outside accredited networks, which may have been set up by other brands, sold on the Website.

The Etailer undertakes not to honour any order which do not correspond to the habitual amount of purchase or to the personal use of an end consumer, and to communicate to KENZO all relevant information to help the latter to maintain its Network intact and to prevent the development of parallel distribution of Products.

APPENDIX B: INFORMATION RELATED TO THE DISTRIBUTOR'S PERSONAL DATA PROCESSING

For the need of the business relationship between KENZO and its distributors, KENZO collects and processes distributors' employees/collaborators personal data. This Appendix informs the distributor, its employees and collaborators of what KENZO does with such personal data.

KENZO is responsible for processing personal data in accordance with the French Data Protection Law n°78-17 dated January 6, 1978, and the European Regulation (EU) n°2016/679 (herein after "Applicable regulation"), with the purpose of managing distributor business relations. KENZO undertakes to comply with these regulations and takes all necessary security measures to protect your personal data against any loss, destruction, alteration or unauthorized disclosure.

1. Personal Data processing

KENZO is responsible for the collection and processing of DISTRIBUTOR's personal data, for the following purposes:

Purpose of processing and legal basis	Data collected and used	Retention period
Business relation management: showrooms invitations, creation of a distributor account, etc. (legitimate interest of KENZO and, in specific cases, to take pre-contractual steps at data subject's request prior entering into a contract)	Identification data (surname, first name, position, etc.) and Professional contact details	Data retention throughout the duration of the business relationship between KENZO and distributor, then in intermediate storage for 5 years for evidence purpose
Orders management (performance of the contract) confirming readiness of orders, confirming shipment, invoicing, etc. (performance of a contract)	Identification data (surname, first name, position, etc.) and Professional contact details	Data retention throughout the duration of the business relationship between KENZO and distributor, then in intermediate storage for evidence purpose, for 5 years
Protection and defense of KENZO's rights and interests (legitimate interest of KENZO)	Identification data and other evidence data	For the duration of the proceedings until the full enforcement of the court decision or settlement agreement
Assessment of new potential distributors (legitimate business interest)	Public data regarding legal representatives	Data retention throughout the duration of the business relationship between KENZO and distributor, then in intermediate storage for evidence purpose, for 5 years
Request to access, modify, oppose or any other rights management (according to EU regulation) (legal obligation)	Identification data, data related the request and KENZO's answer, copy of the ID (only in case of reasonable doubt regarding the requestor's identity)	ID: as soon as an answer to the request has been given. Answer to requests: 5 years from the date of the answer.

2. Rights of those concerned

At any time, you may exercise your rights to (i) access, update, amend or delete your personal data, (ii) to object to, or limit the processing of such, (iii) or to request the portability of your personal data.

You may exercise the above rights by directly contacting the Data Protection Officer (DPO) appointed by KENZO, using the following e-mail address: dpo@kenzo.com or postal address: Data Protection officer – KENZO – 18 rue Vivienne, 75002 Paris, France.

In order for us to process your request as effectively as possible, please indicate, at a minimum, the right(s) you wish to exercise as well as your full name. In the event of reasonable doubt as to your identity, we may request additional information or proof of identity.

If you feel that KENZO has neglected its obligations under European Regulation (EU) n°2016/679, you may submit a complaint to the CNIL (French National Data Protection Commission) or to the

monitoring authority located in your usual place of residence or located where the infringement took place.

3. Communication and transfer to third parties

Your personal data shall not be transferred to or made accessible to any third party, except to any technical or logistic providers appointed by KENZO or the Distributor (for ex. Forwarder), needed for the performance of the contract between distributor and KENZO.
We may engage certain service providers whose involvement may entail transfers of data outside the European Union, which shall be governed in accordance with Applicable regulation, in particular by means of appropriate contractual safeguards, such as the execution of standard contractual clauses, available upon request made to the Data Protection Officer.