

## **URBN VENDOR TERMS AND CONDITIONS**

In order to become a vendor to Urban Outfitters, Inc. or any of its subsidiaries or affiliates (collectively "URBN") you ("Vendor") must signify your agreement to be bound by these terms and conditions (the "Agreement"). **By registering as a URBN vendor in URBN's online vendor management system or accepting any purchase order, you agree to these terms and conditions.**

### **1) Term & Termination:**

- a) This Agreement is effective on the earlier of the date Vendor signifies acceptance of this Agreement or accepts a purchase order ("PO") issued by URBN. This Agreement will continue in full force and effect until either party terminates the Agreement.
- b) Either party may terminate this Agreement at any time, for any reason or no reason at all, by giving no less than thirty (30) days prior written notice to the other party. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement.
- c) If this Agreement is terminated, unless otherwise agreed by both parties in writing, the parties will continue to perform on any POs issued and accepted before the termination notice and this Agreement will govern such POs.

### **2) Purchase Orders:**

- a) As specified in the applicable PO, Vendor shall either: (i) sell Market Goods to URBN, (ii) manufacture Own Brand Goods for URBN, or (iii) design and manufacture Own Brand Goods for URBN. "Own Brand Goods" means products to be sold under a trademark owned by URBN or an affiliate. "Market Goods" means products to be sold under a trademark not owned by URBN or an affiliate. "Exclusive Goods" means Market Goods to be offered for sale only through URBN's physical or digital channels.
- b) Each PO is subject to this Agreement, all URBN Policies, and all terms printed on the PO. In the event of a conflict between this Agreement and a PO, the terms of this Agreement will prevail.
- c) All orders are void unless given in writing on URBN's printed PO form and approved by an authorized employee of URBN.
- d) Vendor must accept or reject each PO according to its terms. If Vendor attempts to state additional or different terms, then Vendor will be deemed to have rejected the relevant PO. If Vendor does not reject a PO expressly in writing within five days after Vendor receives it, or if Vendor ships any part of a PO, then Vendor will be deemed to have accepted the PO.
- e) Vendor may not assign any PO or any right or obligation thereunder without URBN's written consent. Notwithstanding any such attempted assignment, URBN will not be obligated to pay any money or deliver or return any merchandise to any purported assignee without URBN's written consent.
- f) Vendor shall not sell, transfer or otherwise dispose of any second quality, overruns, unused or rejected Own Brand Goods or Exclusive Goods without URBN's express written agreement.
- g) URBN may cancel any PO by written notice to Vendor before the cancel date on the applicable PO. URBN may cancel all or any part of any undelivered order if URBN's business is discontinued or substantially impacted in whole or in part by a cause beyond URBN's reasonable

control, such as fire, flood, earthquake, storm, unusually severe weather, labor dispute, war, embargo, civil commotion, or governmental act.

- h) Nothing about this Agreement shall obligate URBN to issue any POs, which are issued solely at URBN's discretion.

3) **Shipments & Delivery:**

- a) Unless otherwise specified in the applicable PO or in a separate agreement signed by both parties, Vendor shall deliver products to the location specified in the PO at Vendor's cost, and risk of loss or damage will pass to URBN only when the products arrive at the final destination indicated on the PO and are accepted by URBN. Time of delivery is of the essence. Vendor shall deliver products to URBN no later than the cancel date specified on the applicable PO, and no earlier than the ship date specified on the PO.
- b) URBN may accept or reject in its sole discretion all or any part of any non-conforming products or delivery. In addition, URBN may charge Vendor for any costs URBN incurs as a result of any non-conforming products or delivery. If URBN accepts any untimely early delivery, URBN may charge Vendor a handling and storage fee of 2% per month. URBN's acceptance of a non-conforming delivery will not bind URBN to accept any other non-conforming delivery or be construed as a waiver of URBN's right to recover for late delivery. Vendor may cure a non-conforming tender only with URBN's express written consent.
- c) URBN is not required to inspect products before repackaging or resale and resale will not be deemed to be URBN's acceptance of the products. URBN may reject and return defective products to Vendor by notice to Vendor within a reasonable time after URBN receives notice of such defects from URBN's customers or from Vendor. URBN's failure to state a particular defect in the notice is not and will not be construed as a waiver of any right under this Agreement. URBN's return of defective products will not limit the remedies available to URBN under this Agreement.
- d) Vendor shall ship all orders in strict compliance with URBN's published shipping instructions. URBN may charge Vendor handling fees and cost-reimbursements via chargebacks to Vendor's account for any shipments not in compliance with URBN's published shipping instructions. Unless otherwise stated in the Policies, if Vendor wishes to dispute any such chargeback, it shall send URBN a notice of the dispute detailing the bases for its dispute within 90 days of the chargeback.

4) **Payments:**

- a) Unless otherwise specified in a PO issued pursuant to this Agreement, URBN shall pay Vendor in U.S. Dollars for products based on units received. URBN shall pay invoices for products within 30 days after Vendor delivers the products to URBN.
- b) Vendor shall pay any and all taxes, fees, or other charges required by law by virtue of the sale of products to URBN, including payment of all sums on account of unemployment or other social insurance (including but not limited to national insurance where applicable) and old age benefits under law.
- c) URBN may deduct for any offsetting claim against Vendor from open or future invoices or any other amounts URBN may owe vendor.
- d) After acceptance, the PO cost may not be changed except in writing signed by both parties.

5) **Compliance With Law and URBN Policies & Procedures:**

- a) Vendor shall comply and shall require its suppliers to comply with all applicable laws and regulations. Unless URBN and Vendor agree otherwise in writing, Vendor's products shall comply with all applicable laws and regulations to enable URBN lawfully to sell those products in the jurisdictions listed below based on the delivery location or domicile of the URBN entity issuing the PO:
  - i) For POs to be delivered to the US or Canada, or POs issued by URBN entities domiciled in the United States or Canada: the United States and Canada.
  - ii) For POs to be delivered to the United Kingdom or the European Union, or POs issued by URBN entities domiciled in the United Kingdom or the European Union: the United Kingdom and the European Union.
  - iii) For POs to be delivered to the People's Republic of China, or POs issued by URBN entities domiciled in the People's Republic of China: the People's Republic of China
- b) Vendor shall meet and shall require its suppliers to meet the following standards and conditions for their employees and contractors: (i) workers must be 15 years of age or older, unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age would apply; (ii) workers must be voluntarily employed and cannot be prisoners or any other kind of forced labor; (iii) corporal punishment or any other kind of mental or physical coercion may not be used on workers; (iv) hiring and other employment decisions must be based on the prospective worker's ability to do the job and may not be based on race, religion, gender, gender identification, age, sexual orientation, disability, ethnicity, nationality, political opinion, or union membership; (v) workers must be furnished with safe and healthy working conditions in compliance with local laws; (vi) workers must be free from sexual harassment or harassment or discrimination based on race, religion, gender, gender identification, age, sexual orientation, disability, ethnicity, nationality, political opinion, or union membership; and (vii) workers must be treated in all respects in compliance with all applicable laws in the jurisdiction in which they work.
- c) Vendor shall comply with URBN's policies posted to <http://www.urbnvendor.com> ("Policies"), including without limitation its Vendor Code of Conduct, Conflict Minerals Policy, Uzbekistan Cotton Policy, and US Foreign Corrupt Practices Act, UK Anti-Bribery, and Global Anti-Corruption Policy. URBN may add new policies or modify existing policies on one or more occasions. New or modified Policies shall apply to Vendor upon their publication on <http://www.urbnvendor.com>.

6) **Representations & Warranties:**

- a) Vendor represents and warrants that:
  - i) Intellectual Property. For Market Goods or Own Brand Goods designed in whole or in part by Vendor, Vendor has all necessary ownership or license rights in the designs, artwork, images, copyrights, trademarks or other intellectual property in the product sold to URBN. Vendor represents and warrants that URBN's sale of the products purchased from Vendor will not violate the intellectual property rights of any non-party. Vendor has not registered and will not register or attempt to register in any jurisdiction any copyright or trademark owned by URBN in any jurisdiction.
  - ii) Financial resources. Vendor has adequate financial resources available to support Vendor's warranty and indemnification obligations under this Agreement;

- iii) Not a related party. Unless disclosed in writing to URBN's General Counsel, Vendor is not owned or controlled by any member of URBN's Board of Directors, any URBN officer or employee, or any entity owned or controlled by any such person.
  - iv) Not a government official. Unless disclosed in writing to URBN's General Counsel, neither Vendor nor any of its affiliates, officers, directors, employees, agents, shareholders or owners are government officials nor have they been in the last five years. If at any time, any such person is named, appointed, or otherwise becomes a government official, Vendor will notify URBN's General Counsel in writing within seven business days.
  - v) No fraud convictions. Vendor has not been convicted of, pleaded guilty to, or been charged with any offence involving fraud, corruption or bribery in any jurisdiction.
  - vi) Products: The products will be of the best material and workmanship, free from defects or matter injurious to persons or property and merchantable and fit for the use and purpose for which they are intended.
- b) Vendor's express warranties in this Agreement are not and shall not be deemed a waiver of other warranties implied in law or fact or provided for by any applicable law or regulation. Any warranties, express or implied, will survive inspections, acceptance and payment by URBN and URBN's customers.
- 7) **Remedies For Performance Failures:** In addition to all other legal rights or remedies, URBN may:
- a) cancel any un-delivered PO or return at Vendor's expense all or any part of a PO in the event the products are defective, not fit for their intended purpose, or vary from URBN's approved specifications. In that event, URBN may reject all or any portion of the products at its option.
  - b) charge Vendor for any costs URBN incurs as a result of Vendor's non-compliance with the terms and conditions of this Agreement or any PO.
  - c) return at Vendor's expense any merchandise where a non-party alleges that URBN's sale of the products infringes any alleged patent, design, trade name, trademark, copyright, right of publicity, or other intellectual property right ("Intellectual Property Rights").
- 8) **Insurance:** Vendor shall procure and maintain adequate products liability, commercial general liability insurance (including personal and advertising injury), and cybersecurity insurance, all with a contractual liability endorsement covering Vendor's indemnity obligations under this Agreement. Such policies shall contain waivers of subrogation in URBN's favor and shall name URBN as an additional insured. Upon URBN's request, Vendor shall provide certificates of insurance demonstrating compliance with this paragraph. Vendor shall defend any such claim at its expense using counsel acceptable to URBN, who shall keep URBN advised of the progress of the matter. In the event such counsel fails to keep URBN involved or fails to handle the matter in a way URBN believes appropriate, URBN may compel Vendor to hire replacement counsel acceptable to URBN. No matter subject to indemnity shall be settled without URBN's consent unless such settlement involves purely a monetary payment by Vendor for a complete and confidential release of URBN and its employees and affiliates.
- 9) **Indemnification:** Vendor shall indemnify, defend and hold harmless URBN and each of their respective officers, directors, employees, agents, representatives, affiliates, successors and assigns, from and against any and all demands, claims, suits, actions, proceedings, orders, awards, decrees, judgments, debts, liabilities, obligations, losses, damages, deficiencies, settlements, assessments, charges, costs and expenses (including reasonable attorney's fees, court costs, interest and penalties) arising out of, in connection with, or related to (i) Vendor's breach of the representations, warranties

and/or obligations contained in this Agreement, (ii) personal injury (including death) or property damage caused by Vendor's products, (iii) defects in the quality of or claims made related to Vendor's products, and (iv) any claim that sale or use of Vendor's products violate the Intellectual Property Rights of a non-party.

10) **Miscellaneous Provisions:**

- a) **Assignment.** This Agreement constitutes a contract for services between Vendor and URBN. Vendor shall not transfer or assign this Agreement to any other person without URBN's prior written consent. URBN may assign or transfer this Agreement upon written notice to Vendor provided any such assignee expressly assumes URBN's obligations hereunder.
- b) **Independent Contractor Relationship.** Each party is responsible for the means and methods of its performance and is not subject to direct supervision by the other party. The plans, benefits, programs or policies maintained by either party with regard to its employees are inapplicable to the other party (and each of its employees or contractors). In no event will a party or any person employed or engaged by that party be, or represent himself or herself to be, an officer, employee or agent of the other party, nor will a party or any person employed or engaged by that party bind, or attempt to bind, the other party to any contract, agreement, liability or obligation of any nature. Each party will be solely responsible for determining the tax consequences of all payments made pursuant to this Agreement and to report and pay all applicable taxes, payments, or charges to appropriate authorities. If any governmental taxing authority determines that any party or any person employed or engaged by such party was an employee of the other party during any period (despite the parties' intentions to the contrary), such party will reimburse the other party for all payroll taxes, payments, charges or expenses incurred by the other party as a result of that determination.
- c) **Notices.** All notices under this Agreement must be sent by email, mail, or overnight courier. Notices sent by mail or overnight courier will be considered sent on their postmark date. Notices to URBN must be sent to Legal@urbanout.com , Urban Outfitters, Inc., 5000 South Broad Street, Philadelphia, PA 19112 Attn: General Counsel & Sr. Manager Vendor Compliance. Notices to Vendor will be sent to the location specified by Vendor when registering on URBN's online vendor management system.
- d) **Entire Agreement.** This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior written or oral and all contemporaneous oral communications, agreements and understandings with respect to the subject matter hereof. This Agreement will not be amended, modified or supplemented except in writing signed by both parties. This Agreement supersedes the terms of any general or "click-wrap" terms and conditions of Vendor, and no such agreements shall be formed that supplement, alter, or conflict with this Agreement even if accepted after the Effective Date of this Agreement.
- e) **Construction.**
  - i) If any provision of this Agreement is construed to be invalid, illegal or unenforceable, in whole or in part, then the remaining provisions of this Agreement will not be affected thereby and will be enforceable without regard thereto.
  - ii) Section and subsection headings in this Agreement are inserted for convenience of reference only and will neither constitute a part of this Agreement nor affect its construction, interpretation, meaning or effect. All words used in this Agreement will be construed to be of such number and gender as the context requires or permits.

f) **Confidentiality.**

- i) The parties acknowledge that (i) during their performance hereunder they will be engaged in positions of trust and will have access to certain confidential and proprietary materials and information of the other party, and (ii) the parties have expended considerable time and expense in creating their businesses.
- ii) “Confidential Information” means all confidential or proprietary information (written or otherwise), in any form or medium, that is furnished or disclosed by the Disclosing Party to the Recipient, or obtained from the Disclosing Party by the Recipient in connection with the Evaluation, subsequent to the date hereof no matter when or how furnished, disclosed or obtained, including without limitation (i) all information regarding the Disclosing Party’s business, assets, financial condition, operations, services, equipment, software, facilities, employees, marketing methods, prices, costs, customers, contracts, commercial relationships, policies, suppliers and vendors, prospects and future plans, (ii) such portion of any analyses, compilations, studies or other documents prepared by or on behalf of the Recipient that contain or reflect such information, (iii) the fact that such information and documents have been furnished, disclosed or obtained by the Recipient, (iv) the fact that discussions between the parties have occurred or may occur in the future, and (v) the fact that the Evaluation may have occurred or is occurring. Notwithstanding the foregoing, “Confidential Information” does not include any information which (i) is now freely available in the public domain, (ii) the Disclosing Party has previously released on a non-confidential basis to third parties, (iii) the Recipient already possesses on a non-confidential basis or independently develops without use of Confidential Information.
- iii) “Disclosing Party” means a party to this Agreement who discloses or makes available directly or indirectly Confidential Information.
- iv) “Recipient” means a party to this Agreement who receives or obtains directly or indirectly Confidential Information.
- v) “Representative” means employees, agents, consultants and other representatives of the Recipient.
- vi) Without the Disclosing Party’s prior written consent, the Recipient will not disclose or distribute any Confidential Information to any person, or allow any person to have access to any Confidential Information, other than Representatives who must have access to Confidential Information as it relates to its performance under this Agreement. Without the Disclosing Party’s prior written consent, the Recipient will not use in any manner or allow any of its Representatives to use in any manner any Confidential Information for any reason other than performance under this Agreement.
- vii) The Recipient will take reasonable steps necessary to preserve the confidentiality of all Confidential Information and safeguard against its unauthorized disclosure or use. The Recipient will be fully responsible for its compliance and for compliance by all of its Representatives with this Agreement.
- viii) The Recipient will immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure by the Recipient of the Disclosing Party’s Confidential Information.
- ix) If the Recipient, or any of its Representatives, is required in a judicial, administrative, governmental or regulatory proceeding, or requested by a judicial, administrative, governmental or regulatory authority, to disclose any Confidential Information, then the Recipient will notify the Disclosing Party to the extent legally permitted and commercially

practicable as soon as possible so that the Disclosing Party may elect to seek appropriate relief or waive the provisions of this Agreement. If, in the absence of such relief or waiver, the Recipient or any of its Representatives is required to disclose certain Confidential Information to any court, administrative agency or governmental authority, then the Recipient or such Representatives (as the case may be) may disclose such Confidential Information without liability under this Agreement.

- x) Promptly upon the earlier of the Disclosing Party's written request or the termination of this Agreement, the Recipient will either return to the Disclosing Party or destroy all materials containing or referring to any Confidential Information that are then in the Recipient's possession or the possession of any of its Representatives; provided that (i) neither the Recipient nor any of its Representatives shall be required to destroy any electronic copy of any Confidential Information that is created pursuant to such person's standard electronic backup and archival procedures (provided that the Recipient or Representative continues to maintain the confidentiality of that information and uses it only as specified in this Agreement, notwithstanding its termination), and (ii) the Recipient and its Representatives may each retain such copies of the Confidential Information to the extent required to comply with requirements of applicable law or to defend or maintain any litigation relating to this Agreement or the Confidential Information
- g) **Waiver.** Neither the failure nor delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement will operate as a waiver thereof, nor will the single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or any other right, remedy, power or privilege, nor will any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver will be effective unless it is in writing and is signed by the party asserted to have granted such waiver.
- h) **Choice Of Law And Jurisdiction.** Any disputes related to this Agreement or POs issued pursuant to this Agreement will be governed by the laws and heard only in the jurisdictions as follows:
  - i) For POs issued by a URBN entity domiciled in the United States, disputes will be governed by the law of the Commonwealth of Pennsylvania without regard to choice of law rules, and disputes will be heard exclusively in the state and Federal courts located in Philadelphia, Pennsylvania.
  - ii) For POs issued by a URBN entity domiciled in the United Kingdom or the European Union, disputes will be governed by English law without regard to choice of law rules, and disputes will be heard exclusively in the courts of England and Wales.
  - iii) For POs issued by a URBN entity domiciled in the People's Republic of China, disputes will be governed by the law of the People's Republic of China without regard to choice of law rules, and disputes will be submitted exclusively to the Hong Kong International Arbitration Centre (HKIAC) for arbitration in Hong Kong in English language in accordance with the arbitration rules of HKIAC then in effect. The arbitral award shall be final and binding upon the parties. The cost of arbitration shall be allocated as determined in the arbitral award.
  - iv) For POs issued by a URBN entity domiciled in the Hong Kong SAR, disputes will be governed by Hong Kong law without regard to choice of law rules, and disputes will be submitted exclusively to the Hong Kong International Arbitration Centre (HKIAC) for arbitration in Hong Kong in English language in accordance with the arbitration rules of

HKIAC then in effect. The arbitral award shall be final and binding upon the parties. The cost of arbitration shall be allocated as determined in the arbitral award.

- i) **Jury Trial Waiver.** THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHTS TO A TRIAL BY JURY FOR ANY DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.