

# AGREEMENT NR.

## ON CONSULTING AND INTERMEDIARY SERVICES

London, United Kingdom

2014

, (hereinafter referred to as «Designer», «Brand», «Company») in the person of Director , acting on the basis of , on the one hand, and Fashion Politique Ltd. hereinafter referred to as «Agent», in the person of , on the other hand, both referred to as «Parties», have concluded the present Agreement (hereafter the «Agreement») on the following:

### 1. SUBJECT MATTER

- 1.1. In accordance with the present Agreement, the Agent shall provide the following consulting and intermediary services during Agreement validity as to assistance in customer's goods sales through online trade systems Allée Germaine Virtual Shopping Street and Allée Germaine Virtual Showroom (hereafter the "Sites"), and a Customer shall pay the remuneration to the Agent and provide him with the necessary informational and advertising materials.
- 1.2. According to the present Agreement, the Agent shall carry out actions on behalf of the Company, in particular:
  - 1.2.1. Search and attraction of counteragents (hereafter the «Customers») according to sales contracts (hereafter the «Contract»);
  - 1.2.2. Leading of the procedure of concluding of Goods sales agreements of the Company through Allée Germaine Virtual Shopping Street (<http://allee-germaine.com>) and Allée Germaine Virtual Showroom (<http://allee-germaine.clothing>) online trade systems.
- 1.3. The Agent according to the conditions of the present Agreement is not the party of Contract/Contracts, concludes Contract/Contracts on behalf of the Company. The Agent shall not undertake any obligations to guarantee fulfillment of Contract/Contracts concluded under the auspices of the Agent. All rights and obligations under the Contract/Contracts occur to the Contract's Parties.
- 1.4. Fashion industry goods, which are sold to the end-customers (Past-Season Collections, In-Season Collections, Next-Season Collections– hereinafter referred to as collections for the end-customers) as well as Next-Season Collections for retailers (hereinafter referred to as collections for

retailers) are the objects of sales agreements under the present Agreement.

## **2. RIGHTS AND OBLIGATIONS**

### **2.1. The Company shall:**

- 2.1.1. provide the Executor with a set of documents (photographs, goods description, certificates of quality, etc.), according to Appendix 1, necessary for layout of information on Company goods at Agent's website/websites:
- 2.1.2. within 2 (two) business days, to transfer the goods ordered through the Agent's website for its delivery to the Customer. All goods shall be of proper quality and correspond to target purpose and description provided at the websites. Any change of the goods shall be done upon agreement of the Customer.
- 2.1.3. reserve a certain amount of goods for the website.
- 2.1.4. inform the Executor on availability/unavailability of goods of certain kind and size and on availability terms.
- 2.1.5. provide the Executor with documents confirming the right to use the appropriate trademarks, commercial names and other intellectual property objects used by the Company.
- 2.1.6. within 2 (two) days, notify the Agent on all cases of goods return indicating the reason for return, goods cost, and whether goods substitution was sent to the Customer.
- 2.1.7. place logotypes with Agent's Website references at the website.
- 2.1.8. follow the rules of website use and confidentiality policy placed at the Agent's websites
- 2.1.9. within 24 hours, send confirmation to the Agent on availability of the goods ordered by the Customer.
- 2.1.10 pay Agent's fee.

### **2.2. The Agent shall:**

- 2.2.1. provide the Customer with recommendations and assistance in compiling and preparation of materials provided in para. 2.1.1. of the Agreement;
- 2.2.2. process and analyze information notified by the Company.
- 2.2.3. ensure functioning of the websites (*http://allee-germaine.com*) and (*http://allee-germaine.clothing*) and information layout on Company goods.
- 2.2.4. inform the Company on concluded Sales agreements during 24 hours from the moment payment has been done.
- 2.2.5. provide the Company with the information on orders and the need for compiling of storage reserves and appropriate goods groups.
- 2.2.6. implement Internet marketing elements in order to obtain the maximum results from potential website users.

### **2.3. The Agent is entitled to:**

- 2.3.1. obtain all necessary information and data relating to the subject matter of the Agreement and necessary for fulfillment of obligations under the present Agreement from the Company;

- 2.3.2. obtain fee for the provided services within terms and in the amount provided by the present Agreement.
- 2.3.3. refuse any Customer in concluding the Agreement/Agreements without providing any explanations of such actions.
- 2.3.4. refuse from information layout on Company Goods without providing any explanations of such actions.

**2.4. The Company is entitled to:**

- 2.4.1. demand proper fulfillment of Agent's obligations under the present Agreement.
- 2.4.2. demand timely funds transfer received from the Customers.

### **3. GOODS PRICE AND SETTLEMENT PROCEDURE**

- 3.1. together with documents according to para. 2.1.1., the Company provides pricelists indicating the price for each goods. Prices in the pricelist for each unit of the goods shall be:
  - for the In-Season Collection – up to 10% lower than usual prices recommended by the Company for retail sale.
  - for the Past-Season Collection– 60 % lower or more (but not less than 40%) than usual prices recommended by the Company for retail sale (according to which the collection was sold as In-Season Collection).
  - for Next-Season Collection amounting wholesale price (while the Agent independently determines selling price of the product, which may not be less than as proposed by the Company).
  - for collection for retailers – up to 5% lower than wholesale price.
- 3.2. Prices indicated in the pricelist shall include all necessary taxes, duties and other charges and shall not be increased without a written consent of the Agent.

**3.3. Collections settlement peculiarities for the end-customers**

- 3.3.1. A customer, at the moment of ordering the goods, pays the cost of the goods to the Agent's settlement account. The Agent transfers the funds, received from the Customer, to Company account after actual receiving of the goods by the Customer except for the amounts belonging to the Agent as fee.
- 3.3.2. The Agent transfers the funds received from the Customer to Company settlement account within 40 days, and if payments amount was lower than 5,000.00 GBP – within 90 days.

**3.4. Settlement peculiarities for Next-Season Collections for the end-customers and collections for retailers.**

- 3.4.1. The Agent shall transfer 30% of the general order cost to the Company within 10 business days from the date of the sale end of Next-Season Collection for the end-customers and collection for retailers.
- 3.4.2. Another part of the goods cost of the **Next-Season Collection for the end-customers** shall be transferred by the Agent within 30 days from the moment of goods receiving by the end-custo-

mer or by the Agent depending on the amount of sold units of the goods.

3.4.3. Another part the goods cost of the **Next-Season Collection for retailers** shall be transferred by the Agent within 30 days from the moment of goods receiving. The moment of goods transfer from the Company to the carrier is the moment of goods receiving.

#### **4. AGENT'S FEE**

4.1. The Company shall pay fee, to the Agent for the provided services.

4.2. The fee is established in percents from the amount of Agreements concluded through the Agent and constitutes:

- for the In-Season Collection: 15 percent
- for the Past-Season Collection: 15 percent
- for the Next-Season Collection: amounting wholesale price (while the Agent independently determines selling price of the product, which may not be less than as proposed by the Company).
- for collection for retailers: 15 percent.

4.3. The fee from collection for retailers shall be collected in full from advance payment paid by the Customer to the Company according to para. 3.4.1. of the present Agreement.

#### **5. CERTAIN COLLECTIONS SALE PECULIARITIES**

5.1. At the end of the season, before the In-Season Collection goes to Past-Season Collection, seasonal sale takes place. At that, prices for such collection decrease up to 30 % from usual (prices and discount terms shall be provided in Appendix 1).

5.2. At the end of the season, the Next-Season Collection becomes the In- Season Collection. The precise date of the transition shall be indicated in Appendix 1.

5.3. The Company sells the Next-Season Collection through the Agent's website Allée Germaine Virtual Shopping Street (<http://allee-germaine.com>) according to the advance order system.

5.4. The Agent independently, at his own discretion carries out analysis and selection of potential Customers, preliminary negotiations with Customers on cooperation within the framework of services providing.

#### **6. RESPONSIBILITY OF THE PARTIES**

6.1. In case of violation of obligations under the Agreement, the Parties shall bear responsibility provided by the Agreement and current legislation of Great Britain. Obligation violation means non-fulfillment or improper fulfillment, i.e. fulfillment with conditions violation, determined by the content of obligation.

6.2. For untimely funds transfer under the Agreement, the guilty party shall pay a fine in the amount of 0.2 % of underpaid amount for each day of such arrears.

6.3. If the Company violates the goods transfer terms to courier (shipping company) in order to send it to the Customer, the Company shall pay a fine to the Agent in the amount of 1% of the goods cost for each day of arrears.

- 6.4. The Company shall make full damages compensation to the Agent in excess of penalty (forfeit, fine), including the compensation of fines that may be imposed by the State Bodies to the Customer as a result of inconsistency of qualitative indices of the supplied goods, sanitary norms, technical conditions and standards, if the Company fails to prove that goods defects and inconsistencies appeared after goods transfer to the Customer as a result of storage rules violation by the latter, actions of the third parties or force-majeure circumstances.
- 6.5. Fine payment according to violation of conditions of the present Agreement as well as compensation of incurred damages does not release the parties from fulfillment of their obligations under the Agreement.
- 6.6. The Company agrees that under no circumstances shall the Agent be responsible for the profit loss or for any side, accidentals or indirect damages regardless of their causes.
- 6.7. In case of violation of para. 7.14 Agent has the right to reimbursement of lost profit in the amount of 15 percent of all Contracts between the Company and the Customer.
- 6.8. In case when fine amount exceeds the maximum amount allowed by the legislation of the country where the Company is located, the highest rate allowed by the law is imposed.

## **7. OTHER PROVISION OF THE AGREEMENT**

- 7.1. The Agent shall personally carry out actions for which he was authorized by the Company.
- 7.2. The Agent shall not transfer any rights acquired under the Agreement to the third parties without agreement with the Company.
- 7.3. The Company gives the Agent exclusive rights for the sales of its Next-Season Collections to end-customers and to retailers through the Agent's online stores.
- 7.4. All official contacts between the parties shall be carried out by means of sending email letters to the addresses indicated in details of the parties (unless otherwise is provided by the Agreement)
- 7.5. The parties bear full responsibility for the correctness of the indicated details in the agreement and shall make timely written notification of another party on any change; if a party fails to make timely notification, the party will bear the risk of adverse consequences.
- 7.6. During liquidation, reorganization, sale or change of ownership form of one of the Parties, the Party shall immediately notify another Party, settle arrears or give a written consent for a legal successor to settle the arrears.
- 7.7. After signing of the Agreement all previous negotiations, correspondence, agreements and minutes of deliberations on issues anyhow concerning the present Agreement, become ineffective.
- 7.8. Amendments to the present Agreement can be introduced by mutual agreement of the Parties.
- 7.9. Amendments and additions, additional agreements and appendices to the present Agreement constitute an indispensable part and have legal force in case when they are provided in a written form and signed by the authorized representatives of the parties.
- 7.10. In case of the change of a legal or post address, phone numbers or settlement details, the Parties shall notify each other by means of email letter within 2 (two) business days from the mo-

ment of mentioned changes and execute the changes in an Appendix to the Agreement.

7.11. The parties confirm that any information regarding the content and conditions in chapters 3, 4 and 5 of the present Agreement shall be treated as confidential.

7.12. All legal relations arising from fulfillment of conditions of the present Agreement and not regulated by the Agreement, are regulated by the norms of current legislation of Great Britain.

7.13. The Agreement is regulated and interpreted according to the legislation of Great Britain and with consideration of exclusive jurisdiction of Courts of Great Britain.

7.14. The Company may not work with the Customer (Retailer) directly without the participation of the Agent during the period of 3 years, in case the Company started the collaboration with the Customer (Retailer) through the mediation services of the Agent.

7.15. In case when one or several Agreement clauses are recognized invalid, it will not affect the Agreement's validity.

## **8. AGREEMENT VALIDITY**

8.1. The present Agreement comes into force from . . . 2014 and is valid till . . . 2016. If neither of the Parties notifies each other in a written form on termination of the Agreement one month before termination of the Agreement, the Agreement will automatically be prolonged for 18 months.

## **9. DISPUTES SETTLEMENT**

9.1. All disputes connected with the Agreement, shall be settled by the Parties by means of negotiations between the representatives of the Parties. If a dispute is impossible to be settled by means of negotiations, it shall be settled in court according to jurisdiction and cognizance of such dispute in accordance with the procedure established by current legislation of Great Britain.

## **Address for official correspondence**

COPMANY

AGENT

Fashion Politique Ltd.

## **LOCATION, SETTLEMENT DETAILS AND SIGNATURES OF THE PARTIES**

COMPANY

AGENT

Fashion Politique Ltd.