

H&M TERMS AND CONDITIONS

BACKGROUND

Both Parties desire to establish these general terms and conditions which shall govern advertising and commission arrangements between the Publisher and H&M resulting from the Parties' participation on the network for affiliate marketing provided by Cuelinks

This Agreement will govern your participation for H&M and the Brand through the Cuelinks Network. By clicking the "Accept" or similar acceptance box in any other language, you agree that the effective date of this Agreement is the date on which you click "Accept".

This Agreement shall be read and deemed an integral part of the terms and conditions between Cuelinks and the Publisher as agreed inter alia in the Publisher Membership Agreement. For the avoidance of doubt, all capitalized terms not defined herein shall have the same meaning as set out in the Publisher Membership Agreement.

This Agreement shall prevail over any contradictory terms included in insertion orders or otherwise subsequently provided by the Publisher.

PLEASE BE ADVISED THAT YOU SHOULD NOT CLICK AND ACCEPT THIS AGREEMENT ON BEHALF OF AN ENTITY UNLESS YOU HAVE BEEN AUTHORIZED TO BIND THAT ENTITY TO THE TERMS OF THIS AGREEMENT. THESE TERMS AND CONDITIONS MAY BE AMENDED FROM TIME TO TIME.

1. PARTICIPATION

1.1. Prohibited activities.

In respect of or in relation to any Site (or portion thereof) used by you in connection with your participation for H&M and the Brand on the Network, you may not engage in any activity that is or constitutes, or that involves, facilitates, advocates or promotes any Prohibited Activity.

1.2 Definition Prohibited Activity.

The definition of "Prohibited Activity" includes any of the following activities: (a) discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age or

disability or any other unlawful basis under applicable law; (b) libelous, defamatory, threatening, harassing, tortious, or similarly abusive activities; (c) obscene, pornographic, sexually explicit or similar activities; (d) illegal gambling; (e) sale, export or use of illegal substances; (f) terrorism, sedition or other illegal activities; (g) offering of any MP3, MPEG and/or other proprietary materials for download, sale or otherwise, in any case without the permission of the owner of the Intellectual Property Rights or otherwise infringing the Intellectual Property Rights of any third party (h) a conflict or violation of any law, rule, regulation, self-regulatory principles, your privacy policy, or any Intellectual Property Rights or other rights of any person or entity; (i) harm to minors in any way; or (j) fraudulent activities or impersonation of any person, including any H&M representative, or misrepresentation of affiliation with any person.

1.3. Removal of Content.

We have the right to request you to delete Content and/or Qualifying Links provided or created pursuant to this Agreement which we consider to be derogatory or which otherwise might harm H&M's and/or the Brand's reputation, including but not limited to Content and/or Qualifying Links (i) where H&M and/or the Brand is associated with nudity or semi-nudity, alcoholic beverages, tobacco or fur or that is in any other way considered offensive; or (ii) that, in our sole discretion, is at risk of being considered as false or misleading advertising or in breach of this Agreement. Furthermore, we reserve the right to request Cuelinks to redirect any Qualifying Links related to Content that, in our sole discretion, is unsuitable for H&M and/or the Brand or at risk of being considered in breach of applicable laws, guidelines, other platform provisions or this Agreement.

1.4. Procedure for removal of Content.

H&M may in accordance with clause 1.3 above initiate removal of Content, in which case the following measures will be taken;

- i. Immediate notification by H&M to the Publisher, with a written copy to Cuelinks, with request to remove the indicated Content and/or Qualifying Links at the latest within 48 hours.
- ii. If the Publisher has not taken any action or responded to the request after the initial 24 hours, H&M will send an additional reminder to the

Publisher.

- iii. If, after the total 48 hours, H&M has not received any reply or the Publisher does not agree to remove the Content and/or Qualifying Link(s) as requested by H&M, Cuelinks will immediately terminate the Qualifying Link(s) and H&M may in its sole discretion choose to block the Publisher from any and all Engagements for H&M and the Brand on the Cuelinks Network.

2. QUALIFYING LINKS

2.1. Distribution of Qualifying Links on Third-Party Sites.

If you currently distribute, or plan to distribute Qualifying Links on, to or through Sites other than those owned or operated by you (i.e. Third-Party Sites), you hereby agree (i) that upon H&M's request from time to time, you will provide us a list of Third-Party Sites (together with any reasonably requested information about any such Sites) where Qualifying Links (and associated materials) have been, or are planned to be distributed and/or used, and (ii) to provide prompt and reasonable cooperation to us and Cuelinks Marketing in responding to any requests, complaints, claims or other issues raised by us regarding where and how our Qualifying Links are distributed and/or used, including ceasing further distribution of such Qualifying Links (and associated materials), as appropriate. You agree that you will be liable for any breach of this Agreement that results from an act or omission of any Third-Party Site that you use to display Qualifying Links, and furthermore agree that you will ensure that we can fully exercise our rights under this Agreement also in relation to such Third-Party Sites, including but not limited to clause 1.3

2.2. Approval of Sites.

For the avoidance of doubt, Third-Party Sites as well as any new Sites owned or operated by the Publisher added during the term of this Agreement shall be preapproved in writing (including email or approval through the platform) by H&M. H&M reserves the right to

prohibit you from distributing Qualifying Links to or displaying Qualifying Links on Sites not preapproved in writing between the Parties.

2.3. Termination of Qualifying Links.

Cuelinks Marketing or H&M may at any time and in their sole discretion terminate any Qualifying Links associated with any Engagement for H&M and/or the Brand, including due to termination or expiration of either Party's participation in an Engagement pursuant to this Agreement or the Cuelinks Network (as applicable), in which case the procedure set out in clause 1.4 above shall apply.

3. YOUR OBLIGATIONS

3.1. No Infringing Uses.

You may not use any name, trademark, service mark, domain name or other Intellectual Property Rights of any third party in connection with your use of any Qualifying Links, the Network or any other Offerings, in any way or for any purpose that infringes or violates any Intellectual Property Rights or other rights of such third party, whether for the purpose of increasing the levels of tracked activities attributable to your Qualifying Links or for any other purpose.

3.2. Intellectual Property Rights.

All Content created by the Publisher shall remain property of the Publisher. Content delivered by H&M through the Cuelinks Network, or otherwise created and/or owned by H&M, shall remain the property of H&M, including but not limited to, trademark, images, product pictures and descriptions and other material from H&M and the Brand. H&M shall further have the right to use the Content created by the Publisher in perpetuity with respect to the promotion of our and/or the Brand's corporate image, retrospective and archival purposes.

3.3. Use of H&M Group Trademarks.

Unless in relation to the Content provided by us under this Agreement, you hereby agree not to, unless prior written approval (including via e-mail) has been obtained from us, use in advertising or market communication (a) the H&M or other H&M affiliate company name (in full or in abbreviated form); (b) any trademark/concept owned by H&M; or (c) any product of H&M or a trademark/concept owned by H&M. If needed, the Parties shall in good faith agree on a best practice routine in relation to this clause.

3.4. Clause 3.3 shall not apply to the extent you can demonstrate that such use is necessary due to your commitments under a listing agreement with a stock exchange. You shall in such event notify H&M in advance in due time before scheduled publication in order to obtain H&M's comments and, unless this would be in breach of your listing agreement, also provide H&M with a copy of the applicable communication. You undertake to make any amendments to any such communication as is reasonably requested by H&M.

3.5 No Modification of Content.

You may not modify, resize, reformat, edit or otherwise alter any Content provided by H&M, unless expressly authorized to do so by us. In such event, any such modifications shall be strictly limited in accordance with our specific authorization.

3.6 Brand Bidding

You are prohibited from engaging in brand bidding on H&M's or the Brand's trademarks, brand names, or any variations and misspellings thereof in any search engine marketing campaigns without prior written approval from H&M. This includes using the brand keywords in advert headlines, advert text, display URLs, or as part of any other paid search activity. You are encouraged to contact H&M for permission to use such trademarks and should include H&M's or the Brand's trademarks, brand names, and any variations and misspellings thereof in your negative keyword list to avoid inadvertent brand bidding.

3.7 Ad Hijacking

You are strictly prohibited from engaging in ad hijacking. Ad hijacking includes, but is not limited to, copying, imitating, or otherwise using H&M's or the Brand's advertisements, or any elements thereof, in a way that misleads consumers into believing that the ads originate from or are endorsed by H&M or the Brand. This also includes intercepting or redirecting traffic from legitimate H&M or Brand ads to unauthorized advertisements.

4. TRANSPARENCY

4.1. Transparency to be provided by the Publisher.

In case H&M requires information with regards to the Sites through which clicks and/or sales are generated, additional to the statistics provided on the Cuelinks Network, you hereby agree that you shall without undue delay and on a sufficient level of detail provide H&M with such information upon H&M's request.

4.2 Transparency to be provided by Subnetworks.

For the avoidance of doubt and in addition to what is set out in clause 4.1 above, Publishers that have their own network of third-party publishers (hereinafter referred to as Subnetworks) shall always provide transparency in accordance with this clause 4.2. In case clicks and/or sales are generated by such third-party publishers, the Subnetwork hereby agrees that it shall throughout the duration of this Agreement on a monthly basis (or more frequently as reasonably requested by H&M) provide transparency to H&M regarding (a) which third-party publisher has generated the clicks and/or sales, (b) the Site through which the third-party publisher generated the clicks and/or sales, (c) the amount of clicks and/or sales in form of order value generated by the third-party publisher, (d) when the clicks and/or sales were generated in terms of date and time, and (e) the total compensation and/or applicable breakdown that the third-party publisher is paid by the Subnetwork for the generated clicks and/or sales to H&M. In case H&M believes that a Subnetwork is breaching the obligations set out above in this clause 4.2, the Subnetwork will not receive any compensation for any clicks and/or sales during the period of which the obligations was breached nor will such Subnetwork receive any compensation for any further clicks and/or sales until the breaches are remedied. The Subnetwork confirms that it will be liable for any breach of this Agreement that results from an act or omission of any third-party publisher that displays Qualifying Links pursuant to this Agreement, and

furthermore agrees that the Subnetwork will ensure that we can fully exercise our rights under this Agreement also in relation to such third-party publishers, including but not limited to clause 1.3.

5. PAYMENT; FEES

5.1. Fees.

The compensation payable for any tracked activity for each Engagement under this Agreement is set out in connection to the Offer displayed on the Cuelinks Network or otherwise as agreed upon in writing (including via e-mail) between the Parties from time to time.

5.2 Payment Terms.

The fact that a compensation amount is reported for any directed or tracked activity does not necessarily mean that a payment is due to you from H&M, since eligibility for compensation/payment will be subject to conditions established by H&M, including policies regarding cookie consent compliance, order cancellation, returned merchandise, receipt of pending credit card authorizations and/or chargebacks and minimums for earned compensation before payment is made. The relevant payment terms which are applicable for each respective Engagement are available on H&Ms program page on the Cuelinks Network.

5.3. Specific payment terms.

Commission is paid on net values, excluding VAT, returns, shipping costs and gift cards/store credits.

6. COMPLIANCE WITH LAWS

6.1. Without limiting any other provision of this Agreement, you and your corporate affiliates, officers, directors, employees, consultants, agents and representatives, and the activities of your business, your performance under this Agreement shall comply at all times with all applicable federal, state, provincial and foreign laws, ordinances, rules, regulations, orders, judgments and decrees or any other guidelines, including for the avoidance of doubt the guidelines on advertisements from the U.S. Federal Trade Commission and similar regulatory bodies in other jurisdictions.

6.2 Code of Ethics.

You agree to comply with our corporate standards including Code of Ethics, available on our Sustainability website <http://sustainability.hm.com/en/sustainability/commitments/be-ethical/anti-corruption.html#cm-menu>. The Code of Ethics is mandatory for all business partners having a business relationship with H&M by supplying goods and/or services, acting on behalf of or having other kind of collaborations with H&M such as e.g. suppliers, vendors, consultants, landlords, agents, service providers and organizations. H&M and all companies included in the H&M group value the fact that all the operations of the H&M group are characterized by honesty, transparency, integrity and fair play.

7. DATA PRIVACY

7.1. Personal data.

H&M Hennes & Mauritz GBC AB is the controller of the personal data, as defined in the EU General Data Protection Regulation 2016/679 (â€œGDPRâ€®). H&M will use and share, with affiliates of the H&M Group and with trusted partners, personal data concerning natural persons organized and represented by the publisher for no other purpose than performing its obligations under these Terms and Conditions. By accepting the Terms and Conditions, the publisher agrees on behalf of any natural person it organizes and represents to the processing of personal data performed by H&M Group and trusted partners for the purpose of managing the H&M Affiliate program. To read more about your rights, see <https://hmgroup.com/legal-notice.html>.

8. TERMINATION

8.1. Termination.

H&M may, at any time, with or without cause and in its sole discretion, terminate this Agreement and your Engagements for us with immediate effect. For the avoidance of doubt, it is specifically noted that H&M shall have the right to, at any time, terminate the Agreement if you have not taken measures requested to remove Content and/or Qualifying Links in accordance with clause 1.3.

8.2 This Agreement shall terminate automatically upon a termination of either Party's participation in the Cuelinks Network.

8.2 Effects of termination.

Upon termination of this Agreement, you will be blocked from any further and/or continued Engagements for us. You shall be entitled to any accrued but unpaid commission for the tracked activities derived from your Engagement up until and including the date of termination. Any tracked activities registered thereafter shall not give rise to any commission, and you are solely responsible for removing any Content and/or Qualifying Links upon termination.

8.3 Survival.

The provisions of clauses 1.3, 1.4, 2.3, 6.1 and 7-12 respectively, and any provision which by its terms are intended to survive expiration or termination of this Agreement, will survive any expiration or termination of this Agreement.

9. INDEMNIFICATION

9.1. Indemnification.

The Publisher shall indemnify and will hold H&M harmless with respect to any third-party claims, actions, demands or proceedings made or brought against H&M based on Content prepared by the Publisher or its Third-Party Publishers pursuant to this Agreement, whether released with H&M's prior written approval or not, including, but not limited to, any claim for libel, slander, piracy, plagiarism, invasion of privacy or publicity, patent infringements, copyright infringement or trademark infringement.

9.2. H&M shall guarantee and will hold the Publisher harmless with respect to any third-party claim, action, demands or proceedings, that arise solely out of Content supplied by H&M to the Publisher and incorporated in the Content prepared by the Publisher or its Third-Party Publishers pursuant to this Agreement. To the maximum extent permitted by applicable law, H&M's liability towards the Publisher will be limited to the lesser of the amount already paid by H&M to the Publisher pursuant to this Agreement in the six-month period prior to the event giving rise to the claim and USD 250,000. In no event will H&M be liable for any indirect, special, incidental, consequential, punitive, or exemplary damages arising

9.3. Legal defense.

The indemnifying Party (the "Indemnitor") shall undertake, at its own cost and expense, the prompt and complete legal defense against such claim, but shall inform the indemnified party (the "Indemnitee") of the existence of any such claim. The Indemnitee shall have the right, at its option, to participate, at its own expense and by its own legal counsel, in the defense of any claim. If Indemnitor fails to defend any such claim, any settlement thereof by Indemnitee shall not require the Indemnitor's approval.

10. CONFIDENTIALITY

10.1. Confidential Information.

You acknowledge that in connection with your participation in the Cuelinks Network for our Engagement you will be provided with confidential and proprietary data and information from time to time. Such confidential and proprietary data and information may be owned variously by Cuelinks Marketing or H&M and/or its or their affiliates, suppliers or

contractors. You undertake not to disclose to any third party confidential information concerning this Agreement or concerning us or the Brand. For the avoidance of doubt, confidential information is deemed to mean any information (be it technical, commercial, or of other nature, as well as the existence and content of this Agreement and the fee arrangements) irrespective of whether the information is documented or not, which we wish to keep secret. Information which is or becomes public knowledge or which is in or enters into the public domain by any means other than as a result of a breach of this provision shall be excluded. Company secrets are hereby considered to be such information which is not generally known outside H&M and which refers to the business H&M operates, or information about H&M or H&M's general business circumstances of stakeholders (e.g. deals, procurements/quotations, products, strategies, plans, IT-systems, various documents).

11. ADDITIONAL WARRANTIES APPLICABLE FOR INFLUENCERS AND/OR BLOGGER NETWORKS

11.1. The warranties set out in this section 11 shall apply, in addition to the other warranties and undertakings included in this Agreement, in regard to all Publishers which are influencers and/or blogger networks. Publishers which enlist the services of third-party influencers and/or blogger networks in fulfilling the Publisher's undertakings under this Agreement shall be responsible for such third-party influencer and/or blogger network as for its own obligations and that the terms of this agreement, and specifically of this section 11, are made binding and enforceable on such third-party influencer and/or blogger network.

11.2. Usage of Intellectual Property Rights.

You hereby approve that H&M has an exclusive right to use, edit, promote, publish and/or share your Content provided under this Agreement, freely across H&M's and the Brand's media and marketing channels (including but not limited to hm.com, FashionNews and any other H&M newsletters as well as all of H&M's social media channels) throughout the world and without any additional costs, in perpetuity after the date of first disclosure. This includes embedding such Content on other Sites than originally posted.

11.3. Role Model.

During the term of this Agreement, you will act as role model and ambassador for H&M and the Brand. You will refrain from making any derogatory statements or act in a way that could hurt the reputation or goodwill of H&M and/or the Brand or subject H&M and/or the Brand to ridicule or embarrassment in the Content provided under this Agreement.

11.4. Unsuitable Material.

You agree to refrain from posting any Content that is pornographic, derogatory or in any other way offensive in your social media channels and/or Sites for as long as this Agreement is in force or as otherwise agreed in writing between the Parties.

11.5. Compliance with laws.

The Publisher is responsible for the content and marketing to be in accordance with any applicable laws, regulations or guidelines on the social media platform and/or Sites where the Content is published, including for the avoidance of doubt the guidelines on advertisements from the U.S. Federal Trade Commission and similar regulatory bodies in other jurisdictions. This means for example that you should clearly inform your audience in an appropriate way, verbally and/or visually as necessary, that the Content is in collaboration with H&M and the Brand.

12. MISCELLANEOUS

12.1 Amendments

Upon at least 14 days prior notice, H&M may change the terms of this Agreement at any time by posting the updated terms on the Cuelinks Network or by email, and such revised agreement will supersede and replace the earlier agreement. Your continued use of the H&M platform on the Cuelinks Network shall constitute your binding and legally enforceable agreement to such amendment. If you do not wish to accept any such

amendment, then you must terminate your participation in the H&M platform on the Cuelinks Network and cease using any associated Offer or Engagement.

12.2 Force Majeure.

A Party shall be release from the consequences of failure to fulfil certain obligations under this Agreement if the failure is due to circumstances under which the Party has no control and which prevent the fulfilment of such obligations (i.e. force majeure events). As soon as the hindrance has ceased to apply, performance under this Agreement shall be resumed, unless H&M determines otherwise. Circumstances which exempt a Party from fulfilment of its obligations shall include war, acts of war, terrorism or threat of terrorism, actions of public authority, new or amended legislation, labor law dispute or similar circumstances.

12.3 Assignment.

You may not assign, transfer or encumber any of your obligations or rights under this Agreement, whether in whole or in part, without the prior written consent of H&M. H&M may assign, transfer or encumber this Agreement to any company directly or indirectly controlling, controlled by or under common control of H&M.

12.4 Severability.

The invalidity, illegality or unenforceability of any term (or part of a term) of this Agreement shall not affect the continuation in force of the remainder of the term (if any) of this Agreement.

12.5 UN Convention.

This Agreement shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

12.6 Governing law and disputes.

This Agreement shall be governed by Swedish law. Any disputes arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber

of Commerce. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. This provision shall continue to be effective following the termination or expiry of this Agreement.