



This Master Agreement ("Agreement") is made between YOOX CORP ("Merchant") and all you ("Partner").

In consideration of the promises set forth below, we agree as follows:

1. Offers and Engagements.

1.1. From time to time, YOOX CORP may post on The LinkShare Network(tm) offers to pay to other participants a specified commission in return for certain advertising services leading to a Qualifying Link (defined below). If such offers receive an identification number from The LinkShare Network(tm) they shall be deemed to be an "Offer" for purposes of this Agreement. The term "Offer" shall also include any counter-offers resulting from an Offer.

1.2. If an Offer made by one party is accepted by the other party in accordance with the Offer's terms via The LinkShare Network(tm), an "Engagement" will have been formed. Each Engagement shall have the same identification number as the original Offer that lead to the Engagement and shall be governed by the terms and conditions of this Agreement. However, in the event of any inconsistency between the terms of the specific Engagement and the terms of this Agreement, the terms of the Engagement shall govern.

1.3. At any time prior to Partner providing a Qualifying Link, YOOX CORP may with or without notice (a) change, suspend or discontinue any aspect of an Offer or an Engagement or (b) remove, alter, or modify any graphic or banner ad submitted by YOOX CORP for an Offer or an Engagement. Partner agrees to promptly implement any request from YOOX CORP to remove, alter or modify any graphic or banner ad submitted by YOOX CORP that is being used by Partner as part of an Engagement.

2. Partner's Responsibilities.

2.1. Partner will link its site to areas within www.yoox.com using special URLs specified in the Engagement (the "Required URLs"). Partner may post as many links to the Required URLs and the rest of www.yoox.com as it likes on Partner's site. The position, prominence and nature of links on the Partner's site shall comply with any requirements specified in the Engagement, but otherwise will be in the discretion of Partner.

2.2. Partner agrees not to make any representations, warranties or other statements concerning YOOX CORP, www.yoox.com, any of YOOX CORP's products or services, or YOOX CORP'S site policies, except as expressly authorized by the Engagement.

2.3. Partner is responsible for notifying YOOX CORP and The LinkShare Network(tm) of any malfunctioning of the Required URLs or other problems with Partner's participation in the Engagement. YOOX CORP will respond promptly to all concerns upon notification by Partner.

3. Commissions.

3.1. YOOX CORP agrees to pay Partner the commission specified in the Engagement if YOOX CORP sells to a visitor to www.yoox.com (a "Customer") a product or service that is the subject of the Engagement and if that Customer has accessed Merchant's site and purchased the product or service via a Qualifying Link.

3.2 **Only orders that are shipped to United States of America and Canada are commissionable.** Orders shipped to any other country besides United States of America and Canada do not qualify for commissions.

3.3. A "Qualifying Link" is a link from Partner's site to www.yoox.com using one of the Required URLs or any other URL provided by YOOX CORP for use in The LinkShare Network(tm) if it is the last link to www.yoox.com that the

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Customer uses during a Session where a sale of a product or a service to Customer occurs. A "Session" is the period of time beginning from a Customer's initial contact with www.yoox.com via a link from the Partner's site and terminating when the Customer either returns to the www.yoox.com via a link from a site other than Partner's site or the Engagement expires or is terminated.

3.4. YOOX CORP shall have the sole right and responsibility for processing all orders made by Customers. Partner acknowledges that all agreements relating to sales to Customers shall be between YOOX CORP and the Customer.

3.5. All determinations of Qualifying Links and whether a commission is payable will be made by The LinkShare Network(tm) and will be final and binding on both YOOX CORP and Partner. Prices for the products will be set solely by Merchant in its discretion.

4. Ownership and Licenses.

4.1. Each party owns and shall retain all right, title and interest in its names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including, without limitation, those names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology currently used or which may be developed and/or used by it in the future.

4.2. YOOX CORP grants Partner a revocable, non-exclusive, worldwide license to use, reproduce and transmit the name, logos, trademarks, service marks, trade dress and proprietary technology, as designated in the Engagement or during the registration process in The LinkShare Network(tm), on Partner's site solely for the purpose of creating links from Partner's site to www.yoox.com during Engagements. Except as expressly set forth in this Agreement or permitted by applicable law, Partner may not copy, distribute, modify, reverse engineer, or create derivative works from the same. Partner may not sublicense, assign or transfer any such licenses for the use of the same, and any attempt at such sublicense, assignment or transfer is void.

4.3. Partner grants YOOX CORP a non-exclusive, worldwide, royalty-free license to use, reproduce and transmit any graphic or banner ad submitted by Partner solely for co-branding purposes or as a return link from www.yoox.com to Partner's site. YOOX CORP will remove such graphic or banner ad upon Partner's request.

5. Termination.

5.1. Either party may terminate any Engagement at any time by deleting their acceptance of the Engagement through The LinkShare Network(tm). Termination of an Engagement shall not terminate this Agreement or any other Engagement.

5.2. Either party may terminate this Agreement at any time, for any reason, provided that they provide at least five day's prior written notice of such termination to the other party and The LinkShare Network(tm). Termination of this Agreement shall also terminate any outstanding Engagements. However, all rights to payment, causes of action and any provisions which by their terms are intended to survive termination, shall survive termination of this Agreement.

6. Representations.

6.1. Each party represents to the other that (a) it has the authority to enter into this Agreement and sufficient rights to grant any licenses granted hereby, and (b) any material which is provided to the other party and displayed on the

other party's site will not (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation; (iii) be defamatory or libelous; (iv) be lewd, pornographic or obscene; (v) violate any laws regarding unfair competition,

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antidiscrimination or false advertising; (vi) promote violence or contain hate speech; or (vii) contain viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines.

6.2. EXCEPT FOR THE ABOVE REPRESENTATIONS NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Cross-Indemnification.

7.1. Each party hereby agrees to indemnify, defend and hold harmless the other party and its affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) brought by a third party, arising out of a breach, or alleged breach, of any of its representations or obligations herein.

8. LinkShare Required Provisions.

8.1. YOOX CORP and Partner jointly and severally hereby agree to indemnify, defend, and hold harmless The LinkShare Network(tm) and LinkShare Corporation and its affiliates, officers, directors, employees and agents (collectively, "LinkShare") from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any Offer, Engagement, any other matter related to this Agreement or the subject matter hereof any dispute relating thereto.

8.2. The parties agree that LinkShare may rely on any data, notice, instruction or request furnished to LinkShare by either party which is reasonably believed by LinkShare to be genuine and to have been sent or presented by a person reasonably believed by LinkShare to be authorized to act on behalf of one of the parties. In the event of any dispute between the parties, the parties agree that to the extent the parties contact and involve LinkShare, LinkShare may consult with and use counsel of its own choice in connection with such dispute and the reasonable fees and disbursements of LinkShare's counsel shall be within the costs and disbursements covered by the indemnity specified in Section 8.1 above.

8.3. The parties acknowledge and agree that this Agreement and the Engagements are only made possible due to LinkShare and that the parties shall not, for the duration of this Agreement and for twenty-four (24) months thereafter, enter into any advertising, collaborations or other commercial arrangements with each other in connection with their sites on the World Wide Web except via The LinkShare Network(tm).

8.4. YOOX CORP and Partner acknowledge and agree that the nature of the Product is such that in its normal operation it may access and download elements of software data from resources which are external to the computer or device running the Product, such as Product enabled servers. YOOX CORP and Partner acknowledge that LinkShare has not undertaken to provide such external resources or servers and specifically disclaims any representation or warranty as the availability, quality or performance of such resources or whether they may contain any defects which may affect the performance of the Product or Merchant or Partner's computer. LinkShare shall not be responsible for provision of any communications facilities or the costs associated with such communications.

8.5. YOOX CORP and Partner agree that LinkShare is an intended third party beneficiary.

9. Limitation of Liability.

9.1. In no event shall either party be liable to the other party for any direct, indirect, special, exemplary, consequential or incidental damages, even if informed of the possibility of such damages.

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9.2. The parties agree that The LinkShare Network(tm) and LinkShare Corporation and its affiliates, officers, directors, employees and agents shall not be liable to either party for any direct, indirect, special, exemplary, consequential or incidental damages, even if informed of the possibility of such damages.

10. General.

10.1. Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect.

10.2. The parties agree that The The LinkShare Network(tm) and LinkShare Corporation are intended third party beneficiaries under this Agreement.

10.3. This Agreement has been made in and shall be construed and enforced in accordance with the laws of the state of YOOX CORP's headquarters and/or YOOX CORP's regional offices. Any action to enforce this Agreement shall be brought in the federal or state courts located in that state. If you need to send official correspondence, send it via registered mail to YOOX CORP's headquarters to the attention of Merchant's legal department.

10.4. This Agreement may be agreed to in more than one counterpart, each of which together shall form one and the same instrument. The parties agree that execution may be achieved in any format convenient to the parties.

10.5. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

11. TRADEMARKED BIDDING, SEARCH ENGINE MARKETING & PPC CAMPAIGNS: Please study carefully. TERMS & CONDITIONS APPLICABLE TO ALL SEARCH ENGINES AND ALL TYPES OF KEYWORD MARKETING.

11.1 Keyword Bidding and Use of YOOX in search advertising:

The YOOX brand name is the property of YOOX SpA and is protected by Italian and international laws. At this time, Yoox does not allow affiliates to bid on the YOOX brand or words bearing a strong resemblance to it to attract traffic to their own sites. We reserve the right to remove any affiliate in breach of this from the Yoox program, refuse to pay for sales generated and take legal action if it is aware of initiatives of doubtful intention or that which might damage the company's image or that of its partners. The same is applicable for any initiative that might damage the reputation of YOOX or any exploitation of the name for purposes extraneous to the affiliation.

11.2 Prohibited Activities.

The following keywords in ANY match type: broad, phrase, advanced, specific, exact, quoted etc.

Partner is not allowed to bid on YOOX as a keyword – irrespective whether a broad match or a specific match. Other terms banned from Partner's bids are:

YOOX, YOOX.COM, YOOX COM, WWW YOOX, WWW YOOX COM, WWW.YOOX.COM, YOOX.US, YOOX Corporation, YOOX Group, YOOK, YOOKS, JOOX, YOX, JOOK, YOOZ, IUX, YUX.

Displaying the Term YOOX in the sponsored advertisements – the term YOOX in part, or full, or as a part of a phrase. Displaying the term in ads includes the display in the Ad Title, Heading, Description, URL and Display URL.

Redirecting the clicks to YOOX.COM, or any page within YOOX.COM from the SEM sponsored ads. (Your sponsored Ad must redirect the visitor to your URL/Website and not to YOOX.COM. Once the visitor lands on the advertised url/website, then a redirection should be done to YOOX.COM)

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Displaying the term YOOX in sponsored ads' URLs, such as the following: www.yoox.com, yoox.com, www.yoox.us, yoox.us, www.yoox.co.us, www.yoox.ca, yoox.ca etc.

Substituting the "O"s with Zeroes in the word YOOX – (example – Y00X instead of YOOX) is as much as a violation as using the term YOOX. Practices like these will not be ignored or viewed as permissible.

Adding the ® sign or © sign or TM sign after the word YOOX in any publication.

11.3 For all Cash Back, Rewards, Discounts, Coupon oriented Affiliates. YOOX allows the above mentioned group of affiliates to bid on specific terms such as YOOX discounts, YOOX rewards, YOOX coupons, YOOX savings, YOOX deals – the terms being allowed in singular and plural (example – YOOX coupons and YOOX coupon are both allowed). Note the above permission does not allow you to bid on the broad or specific keyword YOOX. Kindly adhere only to the above allowed keywords.

11.4 General: Please check YOOX.COM regularly for new designers and category offerings. ALL designers and categories YOOX.COM features and sells are allowed to be used as keywords for all Search Engine Marketing activities, as well as internal search on the publisher's websites. Please be advised that using the term YOOX in all SEM activities is forbidden under the terms of contract between the affiliates and YOOX.COM. Specifically, please note the following activities are banned and carrying out the same will result in closing affiliation and non-payment of pending commissions.

12. COUPONS

It will be considered a breach of this Agreement to utilize any promotion, promotion code, coupon or other promotional opportunity that is not specifically authorized for the Affiliate Program and explicitly authorized for your use, and YOOX CORP reserves the right to withhold or disallow payment for violations under this section

13. COPYRIGHT ISSUES

Please ensure that only whole sentences from the YOOX presentation on Linkshare can be used to promote YOOX, otherwise it contravenes their sensitive copyright agreement. If you wish to create your own review, please send an e-mail for approval to link_us@yoox.com

14. USING YOOX.COM's PRODUCT CATALOG:

If you wish to integrate the YOOX product catalogue into your own website and/or promote individual products, it must be clearly specified that you are selling YOOX items. This should be done by using the supplied logos, or with text that clearly identifies that YOOX products are being sold, not those of the individual affiliate. If YOOX is made aware of a breach of this rule, it reserves the right to eliminate the affiliate in breach from its affiliation network, refuse to pay for sales generated and take legal action if it is aware of initiatives of doubtful intention or that might damage the company's image or that of its partners.

NON COMPLIANCE WITH ANY OF THE CLAUSES STATED HEREIN WILL RESULT IN TERMINATION OF AGREEMENT AND NON PAYMENT OF PENDING COMMISSIONS.

THIS AGREEMENT STATING ALL TERMS AND CONDITIONS ARE BINDING AND APPLICABLE UPON PARTICIPATING IN THE PROGRAM. ACCEPTANCE DOES NOT REQUIRE ANY SIGNATURE.

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