

DIRECT TO CUSTOMER AGREEMENT

THIS DIRECT TO CUSTOMER AGREEMENT (this “**Agreement**”) is made and entered into as of the date of last signature below (“**Effective Date**”), by and **David’s Bridal, Inc.**, a Delaware corporation with offices at 1001 Washington Street, Conshohocken, PA 19428 (“**David’s Bridal**” or “**DAVID’S**”) and _____, a _____ with offices at _____ (“**Vendor**”).

BACKGROUND

DAVID’S is in the business of, among other things, selling articles and related goods including online through DAVID’S ecommerce Web Site(s) or other interactive services operated by DAVID’S (collectively, the “**DAVID’S Site**”). Vendor is in the business of selling and distributing certain products. Vendor desires to provide such products for sale via the DAVID’S Site on a direct to customer (“**DTC**”) basis. DAVID’S and Vendor desire to set forth the terms and conditions which govern the supply by the Vendor of certain products on a DTC basis.

In consideration of the mutual promises in this Agreement, DAVID’S and Vendor, intending to be legally bound, agree to enter into this Agreement upon the terms and conditions set forth herein.

1. Execution hereof. Vendor shall submit to DAVID’S a copy of this Agreement executed by Vendor. In addition, Vendor shall comply with the terms of the DAVID’S eCommerce Direct-to-Customer Operations Manual (the “**DTC Manual**”), including without limitation, the set-up requirements to enable the sale of Products (as hereinafter defined) through the DAVID’S Site, with the DAVID’S Vendor Compliance Manual (“**Compliance Manual**” and together with the DTC Manual, the “**DAVID’S Manuals**”) and the Compliance Documents (as hereinafter defined), and the terms set forth in Exhibit A.

2. Grant of Rights.

a. Vendor hereby grants to DAVID’S and its affiliates the following licenses, rights and privileges during the Term (as hereinafter defined):

(i) Market, promote the sale of, offer to sell and sell those Vendor products as may be mutually agreed to in writing from time to time by the parties (the “**Products**”), through the DAVID’S Site and by any other means and media throughout the world and to any person or entity.

(ii) Use, perform, play, display, synchronize and demonstrate, as applicable, the Products, their contents, and or any Advertising Materials (as hereinafter defined) within the DAVID’S Site or through any other means and media.

(iii) Use, display and perform, in print, graphic, electronic or other form, and exercise all rights of Vendor in and to any and all trade names, trademarks, trade dress, service marks, designs, logos, patents, copyrights and other intellectual property and proprietary rights registered, owned, used or developed by or licensed to Vendor in connection with manufacture, use, promotion and sale of the Products or adopted by or developed by DAVID’S or Vendor in connection with the Products (“**Product Marks**”).

(iv) Use the names, images, likenesses, voices and/or biographies of any individuals performing in or otherwise associated with the Products, their contents and/or any Advertising Material.

b. Vendor shall not use any DAVID’S names, trade names, trademarks, service marks or logos (“**DAVID’S Marks**”) without the prior written consent of DAVID’S, except as that Vendor may print and use the shipping and related documents bearing the DAVID’S Marks generated through Vendor’s use of the third party service described in the DTC Manual to accompany the Products to be delivered to Purchasers (as hereinafter defined). Vendor acknowledges that all right, title and interest in the DAVID’S Marks and the goodwill which it symbolizes shall belong exclusively to DAVID’S and/or its licensors and that all uses of the DAVID’S Marks shall inure to the benefit of DAVID’S and/or its licensors for all purposes. Vendor shall take no actions inconsistent with DAVID’S ownership and/or the ownership of its license of and rights in the DAVID’S Marks. Vendor shall not file any application for registration of the DAVID’S Marks (or challenge any existing application or registration of the

DAVID'S Marks), or marks confusingly similar thereto, but shall, at DAVID'S expense, fully cooperate with DAVID'S in maintaining and defending the validity and ownership of, and prosecuting any applications to register the DAVID'S Marks. Without limiting the foregoing, Vendor, with respect to use of the DAVID'S Marks, will not engage or participate in any activity or course of action that diminishes or tarnishes the image or reputation of the DAVID'S Marks or the goodwill that DAVID'S has built up in the DAVID'S Marks.

3. Option. Vendor shall provide to DAVID'S written notice of any goods developed or acquired by Vendor and any accessory produced by Vendor and compatible or useful in connection with any Product ("**Additional Products**") available for sale by Vendor within thirty (30) days of such availability. Vendor grants to DAVID'S an option (the "**Option**") to distribute any Additional Products during the Term. DAVID'S may exercise the Option at any time, and from time to time, by providing to Vendor written notice of DAVID'S exercise of the Option. Any Additional Products with respect to which DAVID'S has exercised its Option shall constitute "Products" as defined in, and shall be subject to the terms of this Agreement.

4. Orders for, and Delivery, of Products.

a. Orders. Orders for Products will be placed with Vendor through the process described in the DTC Manual, and Vendor agrees to deliver such Products on a DTC basis directly to the purchasers identified by DAVID'S (the "**Purchasers**") in accordance with the terms of this Agreement, the DTC Manual, DAVID'S written instructions (or via such other method or process as may be provided in the DTC Manual) (collectively, "DAVID'S Instructions") and the Compliance Documents. Orders of Products under this Agreement shall be initiated as described in the DTC Manual.

b. Delivery of Products. Vendor agrees to ship such Products, directly to the Purchasers, along with a packing slip or other information as may be specified in the DTC Manual, all in accordance with the terms of this Agreement, the DTC Manual, DAVID'S Instructions, and the Compliance Documents. **Time is of the essence.** Tender of conforming Products to the carrier for delivery to Purchasers shall be made by Vendor within the timeframe required to meet the delivery date or window required by the terms of the DTC Manual. Vendor shall provide shipment confirmation to DAVID'S as specified in the DTC Manual and will provide order status and updates from time to time as required by the DTC Manual or requested by DAVID'S, which may include making such information available and accessible to DAVID'S via a third-party service used by DAVID'S. DAVID'S reserves the right, in its sole discretion, to charge a fee of up to 10% of order total for untimely delivery. DAVID'S further reserves the right, in its sole discretion, to charge a fee of up to 10% of Product cost for Products that were ordered and subsequently listed as out of stock due to Vendor's failure to timely and adequately update inventory.

c. Rejected or Returned Products. At Vendor's risk, Products furnished by Vendor may be rejected or returned by Purchaser for any reason, except as otherwise provided in the DTC Manual. Purchasers shall either: (i) send returned Products directly to Vendor for processing in accordance with the standards set forth in the DTC Manual; (ii) return the Products to a DAVID'S Store, which will be consolidated and returned to Vendor as otherwise set forth in the DTC Manual; or (iii) as otherwise provided in DAVID'S's sole discretion. Products shall be returnable in accordance with the terms of the DTC Manual. Vendor shall pay all expenses related to the rejection or return of any Product by any Purchaser thereof for any reason, including but not limited to defective, damaged, mis-shipped and incorrectly personalized products. Vendor is required to immediately replace, at Vendor's cost, any incorrect or mis-shipped orders, as otherwise set forth in DTC manual. Further, immediately and without condition upon DAVID'S request, Vendor shall replace, at Vendor's expense, any incorrect or mis-shipped orders. With respect to such returned Products, in addition to DAVID'S rights under Section 7b and the DTC Manual, Vendor shall refund to DAVID'S in immediately available funds any amount paid to Vendor under this Agreement for such Products in accordance with the DTC Manual. Products returned or rejected are not to be replaced by Vendor without the prior written approval of DAVID'S, except as otherwise permitted by the DTC Manual. Vendor acknowledges and agrees that defects, imperfections or nonconformity with any representations, warranties or covenants set forth herein may not be discovered until Products shall have been received by Purchasers of such Products.

5. Risk of Loss; Insurance. Vendor shall bear the risk of loss to the Products until delivered to and received by the Purchasers, at which time title shall pass directly from Vendor to the Purchasers. In the event of rejected or returned products, Vendor shall bear the risk of loss to the Products from the time the Products are shipped or returned in a DAVID'S Store. At no time will DAVID'S take title to the Products furnished hereunder or bear risk of loss thereof. Furthermore, Vendor shall maintain commercially reasonable insurance, including products

liability, at all times.

6. Term; Termination. The initial term (the “**Initial Term**”) of this Agreement shall be for a period of one (1) year commencing on the date of this Agreement, and shall thereafter renew for additional consecutive one year terms, (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”) unless a party provides notice of non-renewal not less than sixty (60) days prior to the renewal date. Either party may terminate this Agreement at any time upon sixty (60) days prior written notice to the other party. DAVID’S may immediately terminate this Agreement and/or any previously submitted but unshipped orders at DAVID’S option, with no liability or obligation to Vendor, in the event: (a) DAVID’S is notified that any Products, or Product Marks or DAVID’S Marks which is part of or appears in connection with the Products, or any Advertising Material infringes or is alleged to infringe upon any third party rights; (b) Vendor breaches or is anticipated to breach this Agreement; (c) fire, flood, windstorm, earthquake, war, strike, or any other casualty or occurrence of a similar nature substantially and adversely affects DAVID’S premises or business; or (d) any substantial change to DAVID’S business occurs (for whatever reason). Upon termination for any reason, Vendor shall immediately pay to DAVID’S any amounts which are owed or outstanding.

7. Price and Payment.

a. Purchasers. The price of each Product to be paid by DAVID’S to Vendor (“**Price**”) shall be as agreed in writing by the parties (or via such other method or process as may be provided in the DTC Manual). Payment terms and prices at which the Products shall be offered by DAVID’S for sale to DAVID’S prospective purchasers shall be determined by DAVID’S in its sole discretion and DAVID’S shall retain all amounts paid to DAVID’S for such Products and all handling and shipping charges collected from Purchasers. Vendor represents and warrants that the Prices and discounts, if any, extended to DAVID’S in connection with the Products will be no less favorable than those extended to any other purchasers of the same or similar Products from Vendor for resale or other distribution.

b. DAVID’S. Except as may be otherwise provided in the DTC Manual or agreed to in writing between the parties, for each order of Products, after DAVID’S has been paid by Purchasers for Products delivered to such Purchasers, DAVID’S shall pay to Vendor an amount equal to Net Sales of Products. “**Net Sales**” shall mean Vendor’s gross sales pursuant hereto (calculated by multiplying the quantity of units of Products sold and shipped to the Purchasers, by the unit Price for such Product, as amended from time-to-time by written agreement of the parties, less credits, purchaser returns, allowances and amounts previously remitted by DAVID’S for Products shipped to Purchasers, but not received by Purchasers, and shall exclude shipping and handling charges and sales and use taxes). Remittances hereunder shall be due as provided in the DTC Manual. Remittances to Vendor hereunder shall not constitute acceptance of Products. DAVID’S obligation to remit amounts to Vendor for Vendor’s Net Sales hereunder shall be conditioned upon the sale and shipment of Products to the Purchasers in accordance with the terms hereof and upon the receipt by DAVID’S of written confirmation of such sale and shipment.

c. Wholesale Purchases. DAVID’S and Vendor acknowledge and agree that all purchases by DAVID’S from Vendor pursuant to this Agreement are wholesale purchases for resale by DAVID’S to Purchasers. For sales and use tax purposes, DAVID’S and Vendor agree to treat such purchases accordingly. Vendor shall not collect sales and use taxes from DAVID’S. DAVID’S shall collect all amounts due from Purchasers for all Products. DAVID’S shall collect (and remit to the appropriate taxing authority) sales and/or use taxes on those purchases by Purchasers for which DAVID’S concludes it is obligated to collect such taxes based solely upon any agreement it may have with a taxing authority or applicable Law (as hereinafter defined).

8. Promotion.

a. No Guarantee. DAVID’S makes no representations or warranties regarding the amount of Products which will be purchased by Purchasers nor with respect to the quantity or quality of the marketing or promotion of the Products on the DAVID’S Site or otherwise, and Vendor acknowledges and agrees that no minimum purchases of Products are required for DAVID’S to retain and exercise the rights granted herein.

b. Marketing Materials. DAVID’S may create marketing materials for use in marketing and selling the Products, and Vendor covenants that it will promptly provide to DAVID’S any information about the Products

requested by DAVID'S with respect to the development of such marketing materials.

c. Use of Brand Names. DAVID'S may use any brand name, trade name, trade dress, trademark, service mark, design or logo of DAVID'S in marketing and selling any Products hereunder.

9. Maintenance of Inventory. Vendor shall maintain in inventory a sufficient quantity of Products to permit Vendor to satisfy its obligations hereunder. Vendor shall update inventory position daily by style/size, and such other factors as provided in the DTC Manual, through mutually agreed upon automated process as described in the DTC Manual. Vendor shall provide timely and accurate inventory availability with respect to the Products in accordance with the terms of the DTC Manual.

10. Development of Products by DAVID'S. Vendor acknowledges and agrees that during and after the Term of this Agreement: (a) DAVID'S may develop, market and sell products similar to the Products; (b) DAVID'S may compete directly with Vendor with respect to any line of business in which Vendor is engaged; and (c) that the conduct of DAVID'S in accordance with preceding clauses (a) and (b) shall not constitute a breach of this Agreement or any other agreement or order to which Vendor and DAVID'S are a party or by which either is bound.

11. Inspection. Vendor agrees that DAVID'S shall be under no duty to inspect Products before sale and that all warranties, express or implied, shall survive inspection, acceptance, and payment by DAVID'S and Purchasers. Approval by DAVID'S of Vendor's design or materials shall not relieve Vendor from any obligations under any warranty, representation, or guaranty. Products delivered (whether paid for or not) are subject to inspection, testing, and approval by Purchasers and DAVID'S.

12. Representations, Warranties and Covenants.

a. In addition to, and without prejudice to any and all other warranties, express or implied by law, Vendor hereby represents, warrants and covenants to DAVID'S that:

(i) Vendor acknowledges that all Vendor's statements and descriptive literature about the Products (including any descriptions or information provided for use on the DAVID'S Site) are warranties and such statements and descriptive literature, are, and will be, true and correct at the time such statements are made or literature is provided and all such statements and literature are supported by data in compliance with applicable federal, state, local, industry and foreign statutes, laws, rules, regulations and orders, standards and guidelines (collectively, "**Laws**");

(ii) Vendor possesses, and shall continue to possess during the Term and the life of the Products, all licenses, permits, rights, powers and consents required to enter into and perform this Agreement, to sell the Products and to grant to DAVID'S the rights granted herein;

(iii) Vendor will use commercially reasonable efforts consistent with best industry practices to ensure that all data, files, content and other information provided to DAVID'S are, and shall be, free from any code or macros (such as viruses, worms, trojan horses, etc.) whose main purpose is the unlawful or inappropriate manipulation of data on the host machine;

(iv) Vendor's performance hereunder does not violate any agreement, instrument, judgment, order or award of any court or arbitrator;

(v) All Products furnished hereunder, including the production, sale, packaging, labeling, safety, testing, importation and transportation thereof, and all representations, advertising, prices, and allowances, discounts or other benefits made, offered or authorized by Vendor in connection therewith, do and shall at all times comply with all applicable Laws;

(vi) Where applicable, reasonable and representative tests as prescribed by Laws or governmental authorities have been performed or will be performed before shipment of Products from Vendor to the Purchasers;

(vii) All Products furnished hereunder: (1) do and shall conform to all representations

by Vendor, instructions, specifications, and samples; (2) are and shall be of new, first quality, material, and workmanship; (3) are and shall be merchantable and free from all defects (including latent defects) in workmanship, material and design; (4) are not and shall not be reworked, rebuilt or refurbished merchandise; (5) do and shall conform to the description in the DAVID'S written instructions (or via such other method or process as may be provided in the DTC Manual) and to any sample, drawing or specification from which such instructions are placed; and (6) shall be otherwise in conformance with the D2C Manual and the other Compliance Documents.

(viii) All manufacturers' warranties are and shall be effective and enforceable by both DAVID'S, Purchasers and their respective successors and assigns;

(ix) All Product Marks which are part of or appear in connection with the Products and/ or any promotional, advertising or similar material supplied by Vendor for use in connection with the Products ("**Advertising Material**"), and/or any component thereof, are valid and genuine, and the Products, the use thereof, and the sale, promotion of the sale and performance of the Products and Advertising Material, will not violate or infringe upon any domestic or foreign copyright, trademark, patent, trade secret or other intellectual property or proprietary rights, rights of privacy or publicity and any other third party rights, or cause DAVID'S to be liable to Vendor or any third party for any additional fees, costs or expenses;

(x) Title of Vendor to the Products is good and free and clear of all encumbrances and liens, and its transfer hereunder rightful;

(xi) Neither the Products nor any component part thereof is, nor shall be, subject to any U.S. export Laws or any import quota restriction, rule or regulation preventing or forbidding the importation, use, promotion for sale or sale of the Products or any component part thereof, or any duty, tariff, or penalty in connection therewith, except as previously disclosed in writing by Vendor to DAVID'S;

(xii) The Products and similar goods are not, have not been, and will not be subject to product liability claims or infringement claims, except as disclosed to DAVID'S in writing;

(XIII) Vendor shall comply with the documents referenced in the Vendor Acknowledgement executed by Vendor, including without limitation the DAVID'S Code of Conduct, PO Terms and Conditions, and DAVID'S Manuals (collectively, the "**Compliance Documents**") and any breach of the Compliance Documents shall be deemed a material breach under this Agreement; and

(xiv) All order, fulfillment and other information provided by Vendor to DAVID'S will be accurate and complete and DAVID'S shall have the right to rely on any such information whether directly or through a third party;

b. Vendor agrees to provide DAVID'S with any and all documents requested or required by DAVID'S at any time and from time to time to support the representations, warranties and covenants herein contained.

c. Any statements made by Vendor or any agent thereof with respect to quality, grade, performance, and use of Products shall be deemed express warranties.

13. Indemnification. Vendor hereby agrees to protect, defend, hold harmless and indemnify DAVID'S and its respective present and future affiliates, subsidiaries, agents, employees, representatives, consultants, attorneys, assigns, members, partners, officers, directors, Purchasers, predecessors, successors and assigns ("**Indemnified Parties**") from and against any and all claims, actions, suits, demands, investigations, governmental actions, costs, liabilities, judgments, damages and expenses (including, but not limited to, reasonable attorneys' fees) based upon or resulting from: (i) any alleged or actual violation or infringement of any domestic or foreign copyright, trademark, patent, trade secret or other intellectual property or proprietary rights, rights of publicity or privacy and any other third party rights arising from the Product Marks, Products or Advertising Materials or the use thereof, or the sale, promotion of the sale and performance of the Product Marks, the Products, their contents or the Advertising Materials; (ii) any alleged or actual defect in any of the Products; (iii) any alleged or actual injury or death to person or damage to property arising out of the furnishing, use, sale or performance of the Products; (iv) breach by Vendor of any representations, warranties or covenants herein or provided to the

Purchasers; (v) any alleged or actual violation by Vendor or the Products of any applicable Laws; or (vi) any error or omission in data, files, content or other information provided by Vendor to DAVID'S.

14. Confidentiality. Vendor's use and disclosure of information provided by or on behalf of DAVID'S shall be governed by the Agreement on Confidentiality entered into between DAVID'S and Vendor ("**Confidentiality Agreement**").

15. Attorneys' Fees and Costs. If any action at law or in equity is necessary for DAVID'S to enforce or interpret the terms of this Agreement, the DAVID'S shall be entitled to recover its reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which DAVID'S may be entitled. The ultimate fact finder in such action shall make a determination as to which party is the prevailing party. VENDOR AND DAVID'S AGREE THAT, UNLESS OTHERWISE AGREED IN WRITING OR PRECLUDED BY LAW, NO ACTION FOR BREACH OF THIS AGREEMENT MAY BE COMMENCED AFTER TWO (2) YEARS FROM THE ACCRUAL OF THE CAUSE OF SUCH ACTION.

16. Miscellaneous.

a. Independent Contractor. Neither this Agreement nor the performance of the obligations hereunder is intended to be, shall be deemed to be, or shall be construed to create a partnership, association, joint venture, principal or agency relationship, or employer/employee relationship of any kind between Vendor and DAVID'S. The parties' relationship to each other is one of independent contractors. Vendor specifically agrees that Vendor shall not act as DAVID'S agent in any transaction whatsoever.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be sold, transferred (including any transfer by merger or other operation of law), subcontracted or assigned by Vendor, in whole or in part, without the prior written consent of DAVID'S. Any attempted delegation, subcontracting or assignment without DAVID'S prior written permission shall be wholly void and totally ineffective for all purposes. DAVID'S may assign its rights and obligations under this Agreement at any time to any person, firm or entity without the consent of Vendor.

c. Governing Law; Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles. The parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Pennsylvania, and agree that such courts are the exclusive venue for any matter arising out of or related to this Agreement. The parties hereby waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, as it may have been or hereafter may be in effect in any jurisdiction.

d. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT WHICH EACH OF THEM, RESPECTIVELY, MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT.

e. Severability. If any provision of this Agreement shall, for any reason, be found by a court of competent jurisdiction to be unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement which shall remain in full force and effect, and this Agreement shall be construed as if such unenforceable provision had never been contained herein.

f. Waiver. No waiver of any term, condition or obligation of this Agreement shall be valid unless in writing and signed by the waiving party. The failure or delay by either party to exercise any right under this Agreement shall not be construed to be a waiver of such right or to preclude further exercise. No waiver of any one or several of the provisions, conditions or obligations of this Agreement, and no partial waiver thereof, shall be construed as a waiver of any of the other terms, conditions or obligations of this Agreement.

g. Headings. The section numbers and headings included herein are for convenience only and do not serve to define, limit or construe the scope or intent of such section. Unless the clear context of the section indicates otherwise, all singular terms include the plural and all masculine, feminine or neutral terms include

all the others.

h. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Subject to the foregoing sentence, this Agreement is for the exclusive benefit of Vendor and DAVID'S, and there shall be no third party beneficiary to any of the provisions of this Agreement.

i. Injunctive Relief; Remedies. It is hereby understood and agreed that damages may be an inadequate remedy in the event of a breach by Vendor of this Agreement and that any such breach by Vendor may cause DAVID'S great and irreparable injury and damage. Accordingly, any rights or remedies DAVID'S has hereunder are cumulative, nonexclusive and in addition to, and not in lieu of any other rights and remedies that DAVID'S may have hereunder, at law or in equity and Vendor agrees that DAVID'S shall be entitled, without waiving any of said rights or remedies otherwise available to DAVID'S, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by Vendor.

j. Reference; Use of Names and Marks. Except as otherwise provided or permitted by the Agreement, Vendor shall not (a) use DAVID'S name, trademarks or service marks, whether existing pursuant to common law, State or Federal statute, rules or regulations or otherwise, (b) use DAVID'S as a reference, (c) refer to DAVID'S in any marketing materials, or (d) disclose or refer to or make any public announcements regarding this Agreement directly or indirectly, without the prior written approval of DAVID'S.

k. Bankruptcy Code. The parties acknowledge that if Vendor grants to DAVID'S in this Agreement a license of a right to intellectual property, this Agreement shall be governed by Section 365(n) of Title 11, United States Code (the "**Bankruptcy Code**"), and if Vendor as a debtor in possession or a trustee in Bankruptcy in a case under the Bankruptcy Code rejects this Agreement, DAVID'S may elect to retain its rights hereunder to the licenses granted by Vendor as provided in Section 365(n) of the Bankruptcy Code. Further, if a petition for relief is filed by or against DAVID'S under the Bankruptcy Code, Vendor hereby consents to the assumption or the assumption and assignment of this Agreement pursuant to the Bankruptcy Code.

l. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by either (a) personal delivery, (b) nationally recognized overnight courier service, (c) email (with confirmed delivery receipt) or (d) certified or registered first class mail, return receipt requested, and shall be deemed given upon the earlier of (i) actual receipt or (ii) first refusal of delivery, as referenced by applicable delivery receipt or record. Notices shall be sent to the address for each party set forth in the first paragraph of this Agreement. A copy of all notices to DAVID'S shall to be sent to David's Bridal, Inc., 1001 Washington Street, Conshohocken, PA 19428, Attention: SVP, Corporate Counsel. Either party may change its address for notices by notice given as provided for in this Section.

m. Books and Records. Vendor shall keep accurate books of account at its principal place of business covering all transactions relating to this Agreement, and DAVID'S or its duly authorized representatives shall have the right, at reasonable hours of the day and upon reasonable notice, to examine such books and all other documents and materials in Vendor's possession, custody or control with respect to this Agreement and to make copies and summaries thereof. All books and records relative to the Vendor's obligations hereunder shall be maintained and kept accessible and available to DAVID'S for inspection for at least three (3) years after termination of this Agreement.

n. Amendment. This Agreement may not be modified or amended except by written amendment executed by the parties. Notwithstanding the foregoing, DAVID'S expressly reserves the right to amend, modify or otherwise make changes to this Agreement (which, for the avoidance of doubt, includes any agreement into which these terms are incorporated), which may include the addition of new terms or the modification or deletion of existing terms, at any time in its sole discretion by posting the updated document on the DAVID'S Vendor Compliance Site located at www.davidsbridal.com/vendorcompliance ("**Compliance Site**"), at least thirty (30) days before such amendment, modification or other changes become effective; provided that if such amendment, modification or change is in direct conflict with a specific term of the Agreement that was amended, modified or supplemented by the mutual written agreement of the parties from the standard terms then in effect as a result of negotiations, then such specifically negotiated term shall control in the event of such conflict. Any such amendments, modifications or other changes to this Agreement will commence on the effective date thereof and will

be binding on Vendor (including without limitation with respect to previously fulfilled orders). In the event that any such amendment, modification or other change will have a materially adverse impact on Vendor, Vendor may, by written notice to DAVID’S, terminate the Agreement; provided that such termination notice is received by DAVID’S before the effective date of any such amendments, modifications or other changes to this Agreement. If Vendor terminates the Agreement in accordance with the foregoing sentence, the terms in effect prior to such amendment, modification or change shall continue in effect without modification until the effective date of any termination of this Agreement pursuant to this provision shall be the later of (i) thirty (30) days from the date of receipt by DAVID’S of the termination notice from Vendor or (ii) in DAVID’S sole discretion, the fulfillment of all orders placed with Vendor pursuant to this Agreement. The date of the last revisions to the Agreement will appear at the top of the form of Agreement posted on the DAVID’S Vendor Compliance Site. Vendor acknowledges its responsibility to regularly check the DAVID’S Vendor Compliance Site for changes to this Agreement and to review the full updated document for changes.

17. Entire Agreement. This Agreement together with the other documents incorporated herein by reference constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings between the parties, whether oral or written. The terms and provisions of the Other Documents referenced herein are incorporated into this Agreement by reference. In the event of a conflict between the terms of this Agreement and any other document attached hereto or incorporated herein, the terms most favorable to DAVID’S, in its sole discretion, shall control; except that in the event of a conflict between the terms of this Agreement and any purchase order issued by DAVID’S in connection with this Agreement, the terms of this Agreement shall control. No other terms or agreements provided by Vendor (collectively, “**Alternate Terms**”) shall apply, and in the event that any Alternate Terms are provided or otherwise made available to DAVID’S, the terms and conditions of this Agreement shall prevail and such Alternate Terms shall have no force or effect.

18. Survival. Notwithstanding any legal presumption to the contrary, the covenants, conditions, representations, indemnities, and warranties contained in this Agreement, including, but not limited to Sections 2.b, 4.c, 5, 7.c, and 10 through 18 hereof, shall survive inspection, delivery, acceptance, payment and termination, shall be binding upon Vendor and its successors and permitted assigns, and shall run in favor of DAVID’S and its successors and assigns.

19. Counterparts. This Agreement may be electronically signed and delivered in multiple counterparts, and the parties agree that electronically signed documents shall have the same force and effect as originals.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

DAVID’S BRIDAL, INC. By: _____ Name: Title: Date:	VENDOR By: _____ Name: Title: Date:
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Exhibit A
Direct To Customer Vendor Set up and Standards

Choose Manual \$500 or EDI \$1200 set up	Check the box: <input type="checkbox"/> Manual <input type="checkbox"/> EDI	
Option to pay set up fee as debit memo against future invoices	Check the box: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Oder Processing Time	1-2 days	pull orders from Dropship Manager
Non Personalized Lead-time	0-3 days	pull orders from Dropship Manager
Personalized Lead-time	mutually agreed upon with merchant	
Respond to Comments in Dropship Manager	24 hours	via Dropship Manager
No Backorders Allowed		
Returns Processing Lead-time	0-5 days	
Order Cancellation Rate	<1%	
Update inventory daily in Dropship Manager		
No handling/dropship fees Allowed		
Can sell on 3rd party sites like Amazon and Ebay?	Check the box: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Can ship international orders placed on DB website through 3rd party exporter?	Check the box: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Eligible for David's website promotions?	Check the box: <input type="checkbox"/> Yes <input type="checkbox"/> No	