

HONG KONG/SINGAPORE ADDENDUM

THIS HONG KONG/SINGAPORE ADDENDUM shall amend and supplement the Vendor Terms and Conditions between zulily, llc (“zulily”), located at 2601 Elliott Avenue, Suite 200, Seattle, WA 98121, and Vendor. VENDOR’S SHIPMENT OF ANY GOODS, PRODUCTS OR SERVICES (collectively, “Goods”) PURSUANT TO A PURCHASE ORDER ISSUED TO VENDOR BY ZULILY OR VENDOR’S EARLIER USE OF ZULILY’S VENDOR PORTAL SHALL CONSTITUTE VENDOR’S ACCEPTANCE AND AGREEMENT TO THIS HONG KONG/SINGAPORE ADDENDUM.

Vendor represents and warrants that all Goods to be sold in Hong Kong and/or Singapore comply with all applicable national and local laws, statutes, rules, regulations, and orders promulgated by the Hong Kong and Singapore legislature and respective regulatory bodies, as any of them may be amended, consolidated, reenacted or replaced from time to time, including but not limited to:

A. Product Safety Regulations

- **Hong Kong**
 - Toys and Children's Products Safety Ordinance (Cap. 424)
 - Consumer Goods Safety Ordinance (Cap. 456)
 - Toys and Children’s Products Safety (Additional Safety Standards or Requirements) Regulation (Cap. 424C)
- **Singapore**
 - Consumer Protection (Consumer Goods Safety Requirements) Regulations, Regulation 4(a)(i)
 - Cosmetic Products – ASEAN Cosmetic Directive, Regulations

B. Consumer Protection Regulations

- **Hong Kong**
 - Consumer Council Ordinance (Cap. 216)
 - Sales of Goods Ordinance (Cap. 26)
 - Trade Descriptions Ordinance (Cap. 362)
- **Singapore**
 - Consumer Protection (Fair Trading) Act 2009
 - Sale of Goods Act (Cap 393) 1999, Sections 12, 13, 14, and 52

The terms of this Hong Kong/Singapore Addendum may be revised by zulily from time to time in its sole discretion. Any updates or revisions by zulily will be made available to Vendor by posting this Hong Kong/Singapore Addendum, as revised, on zulily’s Vendor Portal website at <https://portal.zulily.com/> (“Vendor Portal”). Unless otherwise provided in the revised Hong Kong/Singapore Addendum, the revised Hong Kong/Singapore Addendum shall take effect immediately when posted in the Vendor Portal. IF ANY MODIFICATION IS

UNACCEPTABLE TO VENDOR, VENDOR'S ONLY RECOURSE AND REMEDY IS TO TERMINATE THE VENDOR TERMS AND CONDITIONS AS PROVIDED THEREIN. VENDOR'S CONTINUED USE OF THE VENDOR PORTAL AND ANY SALE OF GOODS FOLLOWING THE MODIFICATION OF THIS HONG KONG/SINGAPORE ADDENDUM WILL CONSTITUTE VENDOR'S BINDING ACCEPTANCE OF AND AGREEMENT TO THIS HONG KONG/SINGAPORE ADDENDUM, AS AMENDED. IN THE EVENT OF ANY CONFLICT BETWEEN THIS HONG KONG/SINGAPORE ADDENDUM AND A PURCHASE ORDER, THIS HONG KONG/SINGAPORE ADDENDUM SHALL GOVERN.

v.2 10/2015