



Fee Calculations for Rithum Brand Services

Last Updated: January 22, 2025

1. Definitions

“GMV” or “Gross Merchandise Value” means the total value of Client’s products processed for sale using any Brand Service (for example, sold on a Channel or Client’s e-commerce website), excluding shipping, sales tax, and, where applicable, VAT and GST. GMV is calculated at the time a Buyer’s payment clears, except for (a) sales on certain Channels (for example, deal sites) where the value of the items sold is calculated based on a negotiated price between Client and the Channel, and (b) sales on eBay, where GMV is determined at the time a prospective Buyer commits to buy an item for a fixed price or, in the case of an auction, at the close of the auction.

“Ad Spend” means the total amount of “cost per click” fees Client spends on the Channel(s) associated with the Brands Services.

2. Monthly Reset

Where an OF states that the GMV or Ad Spend tier resets every month, the amount of the applicable Monthly GMV Fee or Monthly Ad Spend Fee will be calculated at the end of the calendar month in which it was accrued in accordance with the following process: first, the amount of accrued GMV/Ad Spend is identified. Then the GMV/Ad Spend percentage listed in the OF is applied to the total monthly GMV/Ad Spend accrued to determine the applicable Monthly GMV/Ad Spend Fee. GMV/Ad Spend is progressive by tier, and resets to 0 of the currency stated in the OF each month.

3. Annual Reset

Where an OF states that the GMV or Ad Spend tier resets every year, the amount of the applicable Monthly GMV Fee or Monthly Ad Spend Fee will be calculated at the end of the calendar month in which it was accrued, in accordance with the following process: first, the amount of GMV/Ad Spend that accrued in a certain month is identified. Then the applicable GMV/Ad Spend percentage rate referenced in the OF is applied to the amount equal to the difference in: (a) the cumulative GMV/Ad Spend amount accrued year-to-date as of the month applicable to the invoice, and (b) the cumulative GMV/Ad Spend amount from the preceding month. GMV/Ad Spend is progressive by tier, cumulative per annual period of the then-current Term, and resets to 0 of the currency stated in the OF each twelve (12)-month period.

4. GMV Exclusion for Drop-Ship

The calculation of the GMV-based Fees excludes GMV derived from any order processed by Provider where Client has entered into separate supplier terms with Provider (collectively, the “Supplier Terms”) if Provider receives a GMV, per-order, or similar variable fee on such order in accordance with the Supplier Terms. For clarity, no single order will be double charged such that it bears both a GMV Fee under the applicable OF and a second variable fee under Supplier Terms.

5. OF Term Extensions

If the parties modify or extend the Term of an OF at any time, the reset date for GMV/Ad Spend accrual will not change unless otherwise expressly stated in a mutually signed writing.

6. Mid-Month Tier Changes for Monthly Accruals

If the parties modify the GMV or Ad Spend tier via a mutually signed writing prior to first calendar day of a monthly accrual period (i.e., prior to the first calendar day of the subsequent month following the accrual of GMV or Ad Spend), Provider will apply the GMV or Ad Spend rate applicable for the majority of the accrual period until such period resets (ex: if the GMV or Ad Spend is modified on the 20th calendar day of a month, the rate applicable to the first twenty (20) days will apply for the whole monthly period).

7. Mid-Year Tier Changes for Annual Accruals

If the parties modify the GMV or Ad Spend tier via a mutually signed writing prior to first calendar day of an annual accrual period (i.e., prior to the first calendar day of the subsequent annual period following the accrual of GMV or Ad Spend), Provider will pro-rate the annual GMV/Ad Spend tier (and any accrued GMV/Ad Spend Fees) for the period beginning from the most recent annual GMV or Ad Spend reset date (i.e. the reset prior to the pricing change) through the effective date of the pricing change.

8. Feeds

Client will pay a GMV Fee for all GMV associated with use of a Feed where such Feed is used to transfer order data to and from Channels, and any GMV accrued from Feeds will be aggregated and calculated pursuant to the GMV terms detailed in the OF.