



RAGMAN Textilhandel GmbH • Kupferschmidstrasse 84 • D-79761 Waldshut-Tiengen

Selective distribution guidelines for RAGMAN specialist retail partners

These selective distribution guidelines for RAGMAN specialist retail partners focus on the needs of RAGMAN consumers, who are at the heart of our business. RAGMAN consumers value a good relationship with the brand, specialist retailers along with good communication.

In order to maintain and promote the premium image and good reputation of the RAGMAN brand and to ensure high-quality service for consumers, RAGMAN TEXTILHANDEL GMBH (hereinafter referred to as "RAGMAN") distributes the premium products in question (hereinafter referred to as "contract products") exclusively through authorised specialist retailers (hereinafter referred to as "authorised specialist retailers, specialist retail partners or partners") who guarantee compliance with certain quality criteria required by RAGMAN.

The selective distribution guidelines are necessary in order to meet the current, high standards of information and service required by RAGMAN consumers and to satisfy their increased expectations in terms of advice and support when purchasing our high-quality products.

Compliance with the following criteria is a condition for authorised specialist retailers to continue to be supplied with the contractual products in the future. These "Selective Distribution Guidelines for RAGMAN Specialist Retail Partners" replace all previous guidelines and are supplemented by the "Guidelines for the Internet Sale of RAGMAN Products" and the "UNIFORM TERMS AND CONDITIONS OF THE GERMAN TEXTILE INDUSTRY".

§ 1 Presentation and customer service

The presentation and customer service of the contractual products must be highlighted in a focused brand range to convey the desired premium image of the RAGMAN brand. This applies to both stationary presentation and online product presentation. The product range concept of authorised specialist retailers is focused on fashion, with the shop design featuring modern/contemporary aspects of different characteristics. A high-quality, visually arranged presentation of the contractual products supports this goal. For this reason, Ragman premium products may not be offered in a round stand-type display or in a size-based pre-selection.

Qualified product advice relating to RAGMAN's premium products and the range of differentiated service concepts offered by specialist retail partners are key factors for success

factor in meeting consumer expectations. This includes carefully communicating the functional properties and specific product and quality advantages. RAGMAN provides appropriate information materials and offers product training.

The criteria used to select authorised specialist retailers are listed in the guidelines attached as Appendix 1.

Within the framework of the business relationship, RAGMAN provides specialist retail partners with brand logos, product data and advertising materials, such as image pictures or product photos. Upon receiving these materials, the specialist retail partners are entitled to use them. The rights of use are granted free of charge and are revocable. They may be subject to further provisions, in particular the specifications regarding the period of use and visual presentation, which must be strictly adhered to.

§ 2 Qualitative requirements for ONLINE activities

All online sales activities must pursue the goal of presenting consumers with a brand product that is consistent with the Ragman brand as a whole and is therefore appealing, high-quality and higher-priced, and of establishing and maintaining a corresponding product image. The basic requirements for the specialist retail partner's online presence are set out in the "Guidelines for the online sale of RAGMAN products".

§ 3 General provisions

The contractual products must be continuously stocked in a representative range that complies with these guidelines, is adapted to the spatial/visual and economic conditions of the specialist retail partner and meets the needs and demands of RAGMAN consumers.

It is prohibited to purchase contractual products from unauthorised dealers or to sell the contractual products to unauthorised dealers. In case of doubt, the specialist retail partner shall consult RAGMAN in advance.

§ 4 Term, termination and other rights

This agreement shall enter into force upon receipt of these guidelines on the RAGMAN order confirmations and invoices and shall be concluded for an indefinite period.

Each party is entitled to terminate this agreement in writing with effect from the end of the month, subject to a notice period of 6 months. In addition, RAGMAN is entitled to make reasonable changes or additions to these guidelines if the selective distribution system is further developed. In such a case, RAGMAN shall inform the partner of the planned changes or additions in writing in good time, at least three months before they come into force, and shall announce a transition period if necessary. In addition, each party is entitled to terminate this agreement with immediate effect for good cause. Good cause shall be deemed to exist in particular if the other party has breached essential obligations and has not complied with a written request to remedy the breach within a reasonable period of time.

RAGMAN is also entitled to terminate this agreement with immediate effect if the partner is in default of payment obligations arising from the business relationship for two or more billing periods.

To ensure the continued existence of the selective distribution system, RAGMAN is also entitled, at its own discretion, to initially suspend delivery of premium products to the partner for a reasonable period of time and/or not to execute orders already placed by the partner instead of terminating the agreement if the partner has breached contractual obligations that are not considered serious. This agreement shall terminate automatically without the need for separate notification if the business relationship between RAGMAN and the authorised dealer no longer exists.

§ 5 Consequences of termination of the contract

Termination of this agreement shall not affect the obligation to fulfil any claims of the other party that arose prior to the date of termination. However, this shall not apply to orders placed by the partner after the date of termination. RAGMAN is also not obliged to pay the partner any financial compensation or other compensation in connection with the termination of the contract, even in view of the partner's position as an independent specialist retailer.

Upon termination of the contract, all rights granted by RAGMAN under the contract shall end, including the rights of use granted to the partner in relation to the trademarks or other rights of RAGMAN in connection with this agreement.

§ 6 Miscellaneous

Any complete or partial transfer or assignment of the Partner's rights and obligations under this Agreement requires the prior written consent of RAGMAN. The Partner shall also ensure that, in the event of a legal succession, the Agreement shall also be effective for the legal successor and/or transferee.

All communication relating to the content of these guidelines to the other party about the agreement must be made in writing and addressed to the management/owner of the party to be notified.

Should individually provisions of this agreement be or become legally invalid, the validity of the remaining provisions remain unaffected. In such a case, the invalid provisions shall be replaced by legally valid provisions that come as close as possible to the intended content of the invalid provision in economic terms.

§ 7 Place of performance, applicable law, place of jurisdiction

The agreement is subject to German law, excluding the UN Convention on Contracts for the International Sale of Goods.

The contracting parties undertake to settle any differences that arise between them out of court and by mutual agreement. If this is not possible, Waldshut-Tiengen shall be agreed as the exclusive place of jurisdiction for all disputes, provided that the partner is a merchant within the definition of the German Commercial Code (HGB).

Unless otherwise stated by the specialist retailer, the partner assures RAGMAN that it meets all the criteria and requirements set out in this agreement that justify its participation in the selective distribution system.

§ 8 Express acceptance by expiry of deadline

The contractual partner declares this contract to be accepted if they do not object to it within a period of 6 weeks from the date of receipt of the invoice or order confirmation with the QR code referring to the selective distribution guidelines in the version dated 26 August 2025, in writing or by email with confirmation of receipt. The timely dispatch of the declaration of rejection must be sufficient to meet the deadline.

Appendix 1: Quality criteria

Principles of selective distribution, premium definition for RAGMAN retailers and online retailers (supplemented by guidelines for internet sales and the "Standard Terms and Conditions of the German Textile Industry" in their latest valid form.

Positioning in retail:

Regional and national department stores, fashion retailers, boutiques specialising in fashion-focused product ranges. The RAGMAN brand may not be placed in shops or within a shop in the vicinity of brands in the lower price segment.

Target customers:

Modern and fashion-conscious customers with high standards in terms of quality, comfort and value for money, as well as good customer service.

Product range focus:

Curated, focused and expertly selected lifestyle brand range in the fashion, accessories and footwear segments, as well as selected complementary trend and concept ranges.

Online presentation:

The landing page has a contemporary and high-quality look with trend, brand and lifestyle stories. This is followed by structured brand, product and outfit suggestions. There should be no impression of mass-produced goods or a focus on price offers (except during standard sales periods).

The newsletter view and its contents impress with their high-quality appearance and curated ranges. Banners and advertisements from third-party brands are not permitted on RAGMAN's presentation pages.

Stationary:

Well-maintained lifestyle presentation of goods on appropriate display stands and hangers. Sorting by brand, trend, outfit, expertise and/or product group.

No size sorting except for T-shirts and underwear (colour & size). Placing goods outside the shop is not recommended.

Service:

Friendly, knowledgeable and trained staff represent the RAGMAN brand on the sales floor. Service offerings round off the premium brand's image.

Events, experiential promotions and customer loyalty programmes to boost sales strengthen premium customer loyalty.