

ERRATA – November 13th, 2020:

- Chapter IV, article 12

Where it reads:

“The project registration period for the cycle 1 is from October 16th to November 13th 2020, as stated on article 18, paragraph I.”

It should read:

The project registration period for the cycle 1 is from October 16th to November 28th 2020, as stated on article 18, paragraph I.”

- Chapter VII, article 18, sole paragraph

Where it reads:

“According to the schedule, the expected dates for each of the stages of the Fashion Hub program are:

- Disclosure of rules and regulations: 10/16/2020
- End of application period: 11/13/2020
- Disclosure of the selection result for IMMERSION: 11/20/2020
- IMMERSION: 11/23/2020 to 11/26/2020
- BOOTCAMP: 01/04/2021 to 03/09/2021
- DEMODAY: 03/12/2021”

It should read:

According to the schedule, the expected dates for each of the stages of the Fashion Hub program are:

- Disclosure of rules and regulations: 10/16/2020
- End of application period: 11/28/2020
- Disclosure of the selection result for IMMERSION: 12/04/2020
- IMMERSION: 12/07/2020 to 12/10/2020
- BOOTCAMP: 01/04/2021 to 03/09/2021
- DEMODAY: 03/12/2021

RULES AND REGULATIONS

Fashion Hub – Cycle 1

CHAPTER I – ON THE PROGRAM

Article 1 - Fashion Hub is an initiative idealized by **221 Consultoria, TS Studio and Neo Ventures** customized to solve exclusive challenges of the associated companies with the Hub (Audaces, Shopping Parque da Cidade, The LYCRA Company, and Vicunha). At **Fashion Hub**, the associated companies will launch specific challenges and of their interest, according to their operational or strategic need.

Paragraph I – The present document refers to the **Cycle 1** of **Fashion Hub**'s program that aims to find solutions to the resumption of the activities due to the pandemic, innovation, and sustainability in the fashion world.

Paragraph II - The purpose of these Regulations is to define the rules and conditions for participation in the **Cycle 1** of **Fashion Hub**'s program.

Article 2 - In order to seek innovative solutions in the fashion sector, the **Fashion Hub** main goal is to prospect and select new projects and ventures ("**STARTUPS**") and support the development of their proofs of concept ("**POC**") along with one of the accredited companies.

CHAPTER II – ON THE STAGES OF THE PROGRAM

Article 3 – Fashion Hub program main stages are presented and detailed in Table 1.

Table 1 – Main stages of the program.

Phase	Description
Application	STARTUPS must submit their projects through the online form available on the Fashion Hub website: https://gust.com/programs/fashion-hub-ciclo-1 .

STARTUP selection	The evaluation and selection of proposals will be carried out in 3 (three) main stages: i) qualification , carried out by the Neo Ventures team, with the objective of verifying the adherence of STARTUPS and their respective solutions, to the challenges and the rules and regulation of the program; ii) online screening , carried out by a panel made up of the accredited company's team, according to the rules established in this regulation, in order to select up to 3 (three) most attractive proposals per challenge; and iii) IMMERSION , with the objective of refining the scope of development of the projects and defining those who will carry out the proofs of concept (POCs) with the accredited companies.
BOOTCAMP	In the BOOTCAMP phase, the STARTUPS selected during the IMMERSION , for each challenge, will develop the POCs. The counterparts will be defined in the IMMERSION period and can be customized according to each negotiation.
Demoday	The event that celebrates the closing of the program - cycle 1, in which the STARTUPS present the results of the POC .

Sole Paragraph - The activities schedule of the **Fashion Hub** program's main phases is explained on article 18, paragraph I.

CHAPTER III – ITEMS FOR OPEN INNOVATION (CHALLENGES) FOR VALIDATION OF SOLUTIONS – PROOFS OF CONCEPT (POC)

Article 4 - From articles 5 through 8 of the present document, we describe the challenges faced by accredited companies. The locations where the **POC** will be developed are going to be discussed posteriorly with the accredited companies. Each challenge has a corresponding infographic, which can be seen in **Annex I**, alongside with a textual description. Infographics and descriptions can also be accessed at <http://fashionhub.com.br/>.

Article 5 – Audaces Challenge – How to increase the success rate of a fashion collection?

At the beginning of the creation of a fashion collection, the mix of the collection is defined, based on the types of products, number of pieces per product, and their color/pattern variants, raw material, and sizes. Mix is a concept used as a basis for creating fashion collections, which must be aligned with the company's profile and be reflected in the point of sale exhibition, always with the concern to meet the expectations of the target audience and their needs for consumption, which in fashion result in the assembly of complete looks. This information is defined months before the collection reaches stores, which makes the assertiveness of this mix difficult to predict. Attempts to get the mix right are based on previous collections, consumer marketing studies, generational studies, among others. If companies are more assertive, they may even consider reducing the number of models to be created.

The expectation regarding the resolution of this challenge is to give to the creative team of a clothing company an automatic indication of the best mix that should be produced. Success will be measured by the sales of the collection in stores. Solving this challenge, the profitability of clothing will be greater, as it will reduce the models in promotional prices in stores.

After creating a collection, it is produced and sent to the stores. After a certain time, the first batch of this collection is partially sold and the store places a new order for the factory. In this order, the number of models will vary according to the most sold pieces. With that, we will have pieces that were successful and others that were not. Several stores do this process. The factory sends the parts it has in stock and produces the rest. When producing, the time of the piece in the store decreases, with that the chances of sale also decrease.

At the same time, having parts in stock means you have invested money and there is no certainty of sales. In the multi-brand model, it works in the exposed way, in e-commerce or in stores the challenges are similar. On average, the success rate is around 30%. An important factor for the success of the challenge is to present a solution that is easy and simple to use by the end customer.

Article 6 – The LYCRA Company Challenge – How to use polymeric solutions and residues of elastane fibers?

Corporate responsibility, operational excellence, and product sustainability are the three pillars that drive The LYCRA Company. Based on the principles of the circular economy, the aim is to find new applications for the Polyurethane polymer solution and Elastane fiber residues, which in both cases have ingredients that can enhance other materials. We also highlight that part of our current residue is disposed of at a cost so that it has an ecologically correct destination. Thus, we also aim to find new destinations

that are in line with our sustainability policy and that can be profitable for the company. The new applications may be related to segments other than textiles.

Article 7 – Shopping Parque da Cidade Challenge – How to create originality in the customer's experience with the mall?

We want the customer experience in the mall to be cozy, surprising, and to promote new forms of interaction. We are pioneers in the concept adopted since its inauguration: being the first Life Center in Brazil.

We seek to attract new brands and concepts from modern retailers, engaged with the pillars of innovation and sustainability, and committed to people's well-being. To this end, we implemented relevant initiatives for retail, such as participation in the first fashion hub in Brazil and the implementation of Zap Commerce. Thus, we want to attract the flow of young customers, interested in these brands and concepts.

It is known that consumers are increasingly looking for experiences in environments that value nature. Shopping Parque da Cidade is at the heart of the concept of sustainability and has a differentiated landscaping that allows contact with nature, water savings, the innovative disposal of garbage, and natural lighting, even though it is located in closed spaces.

We also need to be present and be better known in multichannel, bringing a unique experience to customers using different formats, standing out from what the competition already practices.

Finally, we want to become even more attractive compared to the surroundings. We believe that our main stores can be part of this differential: (1) we have the best cinema VIP rooms in the city according to Folha de São Paulo; (2) we have the Einstein Clinic, a product of the Albert Einstein Hospital; (3) we will have the UEFA home in Brazil until the end of the year.

We highlight as opportunities to be explored for the challenge:

- Make Brazil's First Life Center known and recognized as a pole of innovation in the sector - pioneering.
- Increase the flow of target consumers in the mall, based on the certainty that they are attending a truly sustainable, innovative place that connects with nature even in a closed environment.
- Promote a cozy, differentiated, and surprising experience for people who have contact with the brand and the physical space of Shopping Parque da Cidade.
- Innovate in the omnichannel experience, standing out from the competition.

- Work on a dedicated space to seek innovative projects that promote closer ties with current retail.

Article 8 - Vicunha Challenge – How can our stakeholders associate the Vicunha brand with quality, sustainability and innovation?

We know that the end consumer seeks more and more real stories behind the products he consumes. The consumer profile has been changing, and we understand that the idea of cause and purpose is very clear. They know exactly what they want and need very little time to recognize a brand. We, at Vicunha, have many actions, initiatives, and knowledge acquired regarding sustainability, technology, and innovation. We are a global company operating in several micro-regions (glocal). Due to the fact that we are some links before the final consumer in the value chain, we do not have direct contact with these consumers and this information does not always reach the entire chain or, in some cases, it reaches in distorted and often superficial ways to the most distant stakeholders. How to communicate value to the market, and sensitize end consumers and customers, not only with regard to the product but also to our culture of innovation, technology, and sustainability that add value to the final piece? How to engage our direct customers about the need to bring Vicunha's (industry) value proposition to their product/ collection? How to achieve greater visibility and help the final consumer to make more conscious, coherent decisions based on true knowledge about the production of a particular part or product?

Today, we seek to establish an amplified communication and bring value to our entire ecosystem, but there is still an in-depth work to be done to reach the final consumer effectively. We talk to our direct customers in a more technical way, however, there are still few points of direct contact between Vicunha and final consumers. We already do brand work on our social networks, and through the relationship with influencers and opinion leaders in the fashion chain - especially those who understand more about the industry - to help us decode information and take what Vicunha is for the final consumer. However, the fashion chain is not as integrated, and sometimes, they have different purposes. Thus, communication is not fluid and the message does not pass through all stakeholders in the same way.

We have already developed some partnerships with customers and have identified pieces with tags that mention aspects of the products, sustainability, recycled raw material, and water and chemical savings. We have many labels, but many times the brands do not want to use them in their communications because they want to communicate their own brand and concept. This is another challenge that we encounter, as it becomes necessary to communicate the same thing in different ways so that our customers' brands can differentiate themselves from each other. In a system

where the end consumer wants information in a lean and easy way, how to be able to communicate in a compact, simple way, with a language that is easy to understand and with a level of depth that brings relevance to the brand and at the same time is able to raise awareness, provoke and win the eyes of today's consumers? Still, how to integrate the fashion chain, integrate stories, and converge interests so that in the end a real value proposition can be presented to this consumer?

With this challenge solved we intend to have better results as a whole, more market penetration, greater visibility at the end, and greater value as a company. We want to bring that awareness and achieve brand awareness.

Article 9 - The **STARTUP**, when filling out the submission form, must always indicate, in the specific form field, the respective challenge in which it wishes to validate its **POC**.

Sole Paragraph - **STARTUPS** are allowed to participate in only one challenge per cycle, even if they are selected to more than one of the challenges proposed. If that is the case, the **STARTUP** will have to opt for only one challenge/company that they want to continue the work in that cycle.

Article 10 – The work plan to be developed and the budget made available by the **accredited companies** to the implementation of the **POC**, in case needed, will be agreed upon by means of a contract to be signed between the parties before the **BOOTCAMP** phase.

Paragraph I - Expenses related to participation in the **Fashion Hub** program, including transportation, lodging, and meals, may be reimbursed to the **STARTUPS** selected to the **BOOTCAMP** phase, within the total amount made available by the respective accredited company previously agreed upon during official negotiation.

Paragraph II - The **POC** resources disbursement plan and reimbursement of expenses will be developed by **STARTUPS** and will be validated with the accredited companies during the **IMMERSION** period.

Paragraph III - The validation of the **POC**, for a given challenge, throughout the program, will occur only between a **STARTUP** and an **ACCREDITED COMPANY**, and at the end of the implementation cycle, the case generated can be shared among the other accredited companies.

CHAPTER IV – ON THE APPLICATION

Article 11 – The application to the **Fashion Hub** program is free. The application process for a **STARTUP** starts with filling out and sending the form available on: <https://gust.com/programs/fashion-hub-ciclo-1>.

Sole Paragraph - The purpose of the form is to collect as much data as possible on the **STARTUP** in order to ensure that there is sufficient information to perform the analysis.

Article 12 - The project registration period for the cycle 1 is from October 16th to November 13th 2020, as stated on article 18, paragraph I.

CHAPTER V – ON THE SELECTION

Article 13 - STARTUPS will be selected to develop solutions for the challenges presented by the accredited companies based on the great potential for growth, preferably with solutions that bear both a global scale and high technology profiles.

Article 14 - The analysis process of the **STARTUPS'** applications consists of the following steps:

- (i) Screening of **STARTUPS**, considering the "Eliminatory Criteria, as described in Article 16 - Chapter VI, below;
- (ii) Analysis of the **STARTUPS'** proposals (considering article 17 of the present document) by the accredited companies;
- (iii) Holding the online **IMMERSION**.

Each accredited company will initially choose up to 3 (three) **STARTUPS** for the **BOOTCAMP** phase, these **STARTUPS** can be selected to implement the **POC**. If necessary, additional interaction steps may be required by the accredited companies. If the accredited companies do not approve any of the 3 (three) **STARTUPS** previously interviewed, new **STARTUPS**, already subscribed to the program, may be invited for this stage.

Sole Paragraph – The number of **STARTUPS** selected for **Fashion Hub** program will be decided exclusively by the organizers.

Article 15 - The result of the selection of the **STARTUPS** will be announced within a maximum period presented on article 22 of the present document, through the **Fashion Hub** communication channels. This deadline may be extended by decision and need of the accredited companies.

CHAPTER VI – ON THE SELECTION CRITERIA

Article 16 - The **STARTUPS** will be evaluated according to the following eliminatory criteria ("Eliminatory Criteria"):

- (i) As for Innovation - If the project is considered, by the evaluation board, without technological or business model innovation;
- (ii) As for proposed challenges - If the project does not fit one of the 4 (four) challenges proposed by the accredited companies mentioned in Chapter III;
- (iii) As for the delivery of documents - If the **STARTUP** does not submit all of the required documents demanded by the accredited company within the deadline established by them during the **IMMERSION** period, it will be considered a cause of immediate elimination on **Fashion Hub**;
- (iv) As for the possession of a legal registration - If the **STARTUP** does not have a National Register of Legal Entities (CNPJ), in case of Brazilian nationality, or it is no legally registered on its official country, it will be considered a cause of elimination.

Article 17 - The **STARTUPS** will be evaluated by the mining companies according to the classification criteria presented in Table 2.

Table 2 – Classifying criteria.

Criteria	Objective
Team	Evaluate the teams' ability to develop the solution and leverage the business.
Technological potential	Evaluate the effectiveness of the technology used in the solution and its degree of maturity.
Proposed solution	Evaluate if the solution (product/service) meets the demand(s) of the accredited companies.
Business model	Evaluate if the business model is interesting and allows scalability to the accredited companies.
Resources for POC	Check the investment needed, regardless of its nature (financial, human or other nature), to develop the proof of concept of the solution.
Potential impact	Evaluate the potential impact of the solution to the accredited companies (financial, social, environmental impacts, etc).

CHAPTER VII – ON THE DURATION OF THE FASHION HUB PROGRAM

Article 18 - The timeline with the main milestones of the **Fashion Hub** program is described on the sole paragraph of the present article.

Sole Paragraph - According to the schedule, the expected dates for each of the stages of the **Fashion Hub** program are:

- Disclosure of rules and regulations: 10/16/2020
- End of application period: 11/13/2020
- Disclosure of the selection result for **IMMERSION**: 11/20/2020
- **IMMERSION**: 11/23/2020 to 11/26/2020
- **BOOTCAMP**: 01/04/2021 to 03/09/2021
- **DEMODAY**: 03/12/2021

Article 19 - **STARTUPS** will be pre-selected by the organizers in accordance with the terms and conditions of this regulation will participate in the **Fashion Hub's IMMERSION** period.

Paragraph I - The main objective of the **IMMERSION** period is to allow **STARTUPS** to have direct access to the accredited companies and the program management team in order to understand the challenges and build a joint working proposal for **POC** implementation. During the **IMMERSION** period, the accredited companies will work closely with up to 3 (three) **STARTUPS** selected, providing them data and clarifying any doubts so the **STARTUPS** will refine the scope of the proposal for the solution presented. The **STARTUPS** will be registered at **Fashion Hub** as potential future partners, even if they will not be selected to the **BOOTCAMP** phase.

Paragraph II - There will be no financial reimbursement regarding accommodation, transportation, food and others, for **STARTUPS**, during the **IMMERSION** period. All costs for this phase are of sole responsibility of the participating **STARTUP**.

CHAPTER VIII – ON OBLIGATIONS AND RESPONSIBILITIES

Article 20 - These are the obligations of the **STARTUPS**:

- (i) Comply with all provisions of these Rules and Regulations.

- (ii) Participate in the actions defined for each phase of **Fashion Hub** program, as well as provide all necessary information and documents required by the accredited companies, especially the ones presented in **Annex II**, or the program management team.
- (iii) Participate, obligatorily, in the events and initiatives organized by **Fashion Hub**, with, at least, 1 (one) legal representative of the **STARTUP**.
- (iv) The **STARTUP** when applying for this program declares that they do not use and do not have, directly or indirectly, in their productive chain, any slave labor or degrading working conditions; any workers submitted or forced to illegal conditions of domination of the employer, any work carried out by minors under 16 (sixteen) years old, except as an apprentice from the age of 14 (fourteen) years old, as established in article 7, item XXXIII of the Federal Constitution, as well as not allowing any type of discrimination and respecting the freedom of association, under pain of being immediately eliminated by **Fashion Hub** without any need to send prior notification, submitting the **STARTUP**, in case of breach of this clause, to compensation for losses and damages caused and penalties provided by law.
- (v) The **STARTUP** when applying for this program, declares, fully observance of Law 12.846/2013 ("Brazilian Anti-Corruption Law") and declares that it has knowledge of all the terms and definitions set forth in the Brazilian Anti-Corruption Law, which define as injurious act to promise, offer or give, directly or indirectly, an undue the advantage to a public agent or the third person related to him, among others. In case of violation of the referred Law, the responsible parties will be responsible for any losses, damages or liabilities caused, in addition to the penalties provided by law.
- (vi) The **STARTUP** declares to be fully qualified to use the technology used by the proposed solution for the respective challenge during the development of the **POC**, having ownership over its characteristics or being duly licensed to use them.
- (vii) The **STARTUP** declares that it does not have in the composition of its share capital or in its membership / director / employees / service providers, people with potential conflict of interest in relation to the maintainers.

CHAPTER IX - ON THE M-START PROGRAM TERMINATION

Article 21 - The relationship between **Fashion Hub** and **STARTUPS** will be considered terminated upon prior notification, in the following cases:

- (i) Elimination by the selection assessment boards;

- (ii) End of program term;
- (iii) If there is an infringement of any clause of these Rules and Regulations;
- (iv) If the main features of **Fashion Hub** program are significantly changed by the organizers and the **STARTUP** do not conform to these changes;
- (v) If the insolvency, bankruptcy or judicial reorganization of the **STARTUP** and its members is verified;
- (vi) If temporary activity interruption of the **STARTUP** is verified;
- (vii) At the initiative duly justified by the **STARTUP**;
- (viii) At the initiative duly justified by the **Fashion Hub**.

Sole Paragraph - If the **STARTUP** is not available or does not respect attendance during the program, the eliminated **STARTUP** will be sole and exclusively responsible for any costs spent during that period.

CHAPTER X – ON THE POSSIBLE BENEFITS FOR THE SELECTED STARTUPS

Article 22 - The following benefits may be made available to the **STARTUPS** selected for the **BOOTCAMP** phase:

- Possibility of investment to develop the projects along with mining companies to validate **POCs**;
- Access to infrastructure and teams of the accredited companies;
- Coaching and mentoring with recognized professionals from the fashion sector and **STARTUP** ecosystem;
- Joint work with the team of 221 Consultoria, TS Studio, and Neo Ventures;
- Methodology for the development of **STARTUPS**: training, technical visits, professionalization of management and growth.

At the end of the program, and by its sole discretion, the accredited companies, if considering it feasible for their business, may invest in the development of the solutions, as well as establish partnerships to seek funding, purchase or distribution of **STARTUPS'** products and services.

STARTUPS that participate in the **BOOTCAMP** phase will have their supplier registration done with the accredited companies for future opportunities.

Article 23 - The first cycle of the **Fashion Hub** will take place primarily in an online format. If any face-to-face activity is necessary, the recommendations of the competent authorities will always be observed, due to the context of the pandemic.

CHAPTER XI – GENERAL PROVISIONS

Article 24 - It is clear and established from now on that participation and/or selection in the **Fashion Hub** program does not constitute any kind of operating agreement, joint venture or association between the participating **STARTUP** (selected or not), **Fashion Hub** and the other parties involved in the program, in order to make it clear in these Regulations that the participating **STARTUP** (selected or not) and the other parties involved in the program, are independent entities among themselves, that no provision of these Regulations or the program shall be interpreted as creating any corporate relationship, labor or taxation between the Parties and that there is not now or there will not be solidarity or subsidiarity of any nature between the Parties.

Article 25 - It is clear and established from now on that participation in the program and an eventual signing of the contract with the mining companies does not generate any kind of employment relationship. Every **STARTUP** in the program agrees to exempt **Fashion Hub** and the other parties from any liability in labor / social security claims that may be proposed by any of its employees and/or associates, as well as to bear all costs incurred in said claims, including but not limited to attorneys' fees.

Article 26 - It is clear and established from now on that the program management team may change these Rules and Regulations at any time if necessary, for the proper and regular progress of the Program established herein.

Article 27 - It is clear and established from now on, that in case there is any doubt regarding these Regulations, **Fashion Hub** is ready and available to answer them.

Article 28 - Participants freely give to **Fashion Hub**, the accredited companies, 221 Consultoria, TS Studio, and Neo Ventures, without exclusivity, the right to use their image, text and / or voice in any type of material. In return, the **Fashion Hub** undertakes to use the image of the participants without making modifications in the appearance and also not to use the image in a derogatory way or that may represent in any way some type of violation of moral damages.

Article 29 - The answers to the form can be written in Portuguese or English.

Article 30 - The parties are obliged, whenever applicable, to act in this instrument in accordance with the current legislation on Protection of Personal Data and the determinations of regulatory / inspection bodies on the matter, in particular, Law No. 13.709 / 2018 - General Law Protection of Personal Data (“LGPD”).

Article 31 - The parties involved undertake to treat as confidential all confidential information from the accredited companies that have been revealed to them, and are obliged not to reveal it to third parties without the knowledge and the consent of the accredited companies, under penalty of civil and criminal liability.

Paragraph I – “Confidential Information” will not be considered to be that which is in the public domain before it is revealed or made available by the parties before the signing of this Agreement or that which is made public by the National Institute of Industrial Property - INPI or by the competent institution at the international level.

Paragraph II – Due to the nature of the information shared between the parties during the program, the **STARTUPS** may be asked to sign a confidentiality agreement between the selected startups and the maintainers before the IMMERSION stage begins.

ANNEX I – CHALLENGE INFOGRAPHICS

AUDACES CHALLENGE:

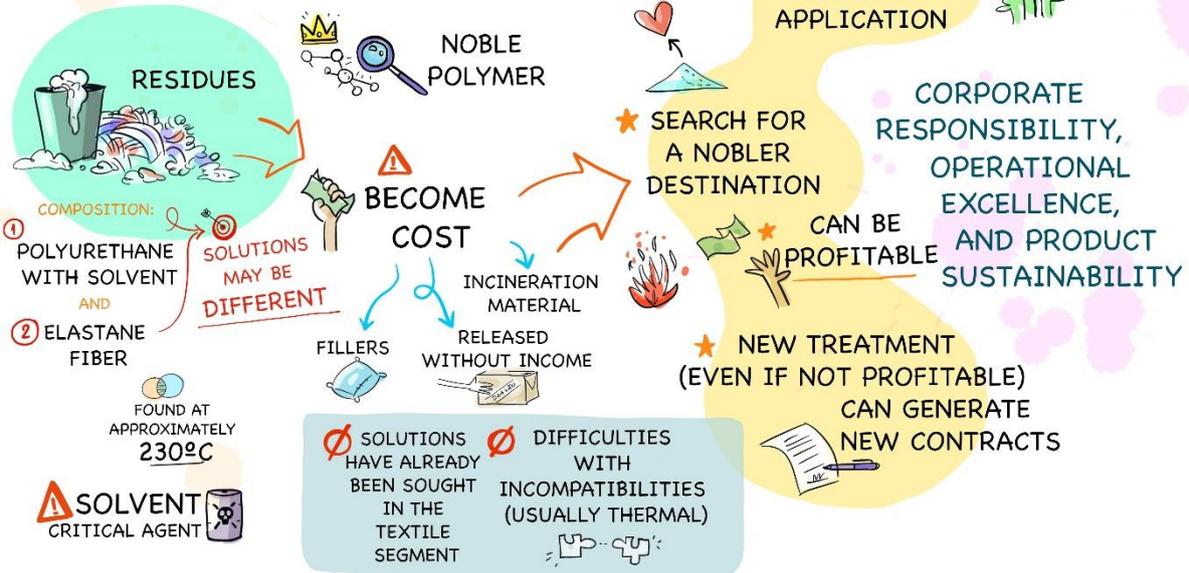


THE LYCRA COMPANY CHALLENGE:

FASHION HUB

HOW TO USE POLYMERIC SOLUTIONS AND RESIDUES OF ELASTANE FIBERS?

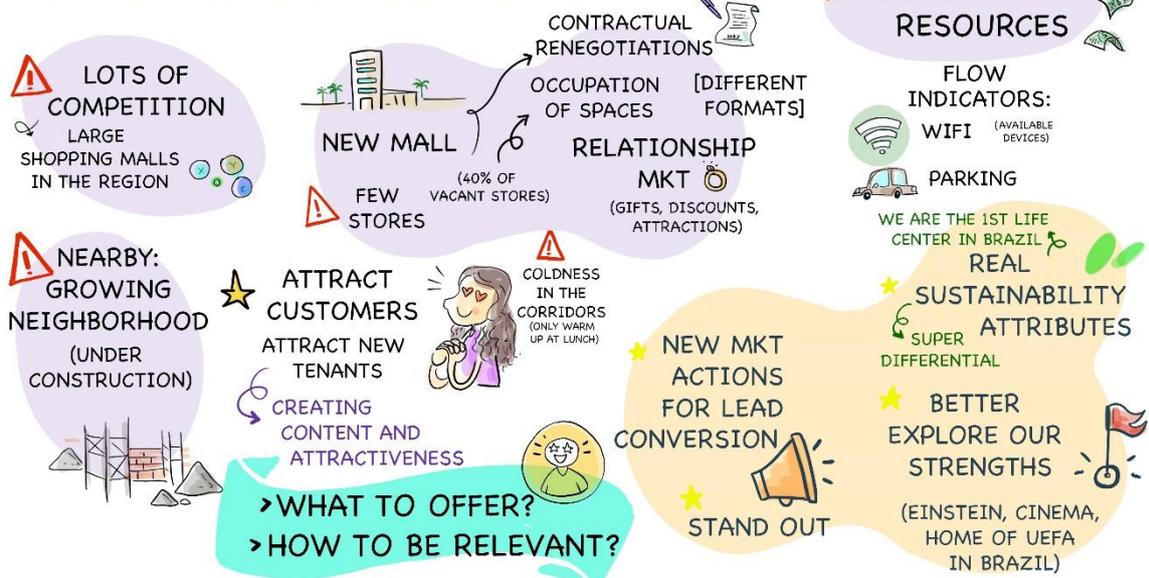
The LYCRA Company



SHOPPING PARQUE DA CIDADE CHALLENGE:

HOW TO CREATE ORIGINALITY IN THE CUSTOMER'S EXPERIENCE WITH THE MALL?

SHOPPING PARQUE DA CIDADE



VICUNHA CHALLENGE:

FASHION HUB

HOW CAN OUR STAKEHOLDERS ASSOCIATE THE VICUNHA BRAND WITH QUALITY, SUSTAINABILITY AND INNOVATION?



ANNEX II - REQUIRED DOCUMENTS FOR REGISTRATION TO THE FASHION HUB CYCLE

1

Participation in the program is linked to the registration, during the **STARTUP** registration stage, of the following documents:

- (i) CNPJ or formal registration (in case of startups located outside of Brazil);
- (ii) Company Official Name,
- (iii) Full name of the managing partner;
- (iv) Contacts of the managing partner (e-mail, landline, or cell phone).