
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 7, 2025

a.k.a. Brands Holding Corp.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-40828
(Commission File Number)

87-0970919
(IRS Employer
Identification No.)

**100 Montgomery Street, Suite 2270
San Francisco, California 94104**
(Address of Principal Executive Offices, including Zip Code)

415-295-6085
(Registrant's Telephone Number, Including Area Code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	Trading Symbol(s):	Name of each exchange on which registered:
Common Stock, par value \$0.001 per share	AKA	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

The information set forth in Item 5.02 with respect to the CEO Employment Agreement and the CFO Employment Agreement (each as defined below) is incorporated herein by reference.

Item 2.02 Results of Operations and Financial Condition

On January 13, 2025, a.k.a. Brands Holding Corp. (the “Company”) issued a press release providing preliminary information for the fourth quarter and full year ended December 31, 2024. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The Company’s financial closing procedures for the fourth quarter and year ended December 31, 2024, are not yet complete. The preliminary financial information presented are estimates based on information available to management as of the date of this filing, have not been reviewed or audited by the Company’s independent registered accounting firm, and are subject to change. It is possible that the final results may differ from the preliminary information provided, including differences due to the completion of the financial closing procedures and/or the annual audit process; changes in facts, circumstances and/or assumptions and/or developments in the interim. The preliminary financial information presented does not present all information necessary for a complete understanding of the Company’s results for the fourth quarter and year ended December 31, 2024 and should not be viewed as a substitute for full financial statements prepared in accordance with GAAP.

In accordance with General Instructions B.2 and B.6 of Form 8-K, the information included in Items 2.02 and 7.01 of this Current Report on Form 8-K and Exhibit 99.1 hereto shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended (the “Securities Act”), or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Ciaran Long as Chief Executive Officer

On January 7, 2025, the Board of Directors (the “Board”) of the Company appointed Ciaran Long, the Interim Chief Executive Officer of the Company and Chief Financial Officer of the Company (“Chief Financial Officer”), to the position of Chief Executive Officer of the Company and removed him from the position of Chief Financial Officer, in each case effective January 13, 2025.

Mr. Long, age 52, joined the Company in April 2021 as Chief Financial Officer. In March 2023, Mr. Long was appointed to serve as Interim Chief Executive Officer of the Company, in addition to Chief Financial Officer. Mr. Long is a strategic leader with over 20 years of experience developing and managing high performance, cross-functional teams geared toward driving organizational growth and change. Immediately prior to joining the Company, Mr. Long served as Chief Financial Officer of Samsclub.com, a multi-billion-dollar omnichannel business, and Vice President of Finance for Membership, Marketing and Supply Chain at Sam’s Club, a division of Walmart Inc., beginning in November 2017. During his seven-year tenure at Walmart, Mr. Long held numerous leadership positions within Walmart’s e-commerce divisions between September 2014 and April 2021, including Vice President of Finance for Merchandising and Vice President of Finance for Supply Chain, Customer Care and Payments. Mr. Long joined Walmart after co-founding CleanGrow, a developer of new sensor technology to measure key water quality parameters, and managed CleanGrow from April 2009 to August 2014. Mr. Long is a qualified Irish Chartered Accountant.

In connection with Mr. Long’s appointment, on January 13, 2025, a.k.a. Brands, Inc., an indirectly wholly-owned subsidiary of the Company, and Mr. Long entered into an employment agreement (the “CEO Employment Agreement”), which supersedes the employment agreement between Mr. Long and a.k.a. Brands, Inc. dated March 23, 2021. The CEO Employment Agreement has an initial term of four years, subject to automatic renewals for additional one-year periods.

Pursuant to the terms of the CEO Employment Agreement, Mr. Long is entitled to receive an annual base salary of \$525,000. Mr. Long is eligible to receive an annual bonus under the Company’s bonus program, with a target bonus opportunity equal to 100% of Mr. Long’s annual base salary, subject to achievement of performance criteria determined by the Board or the Compensation Committee of the Board (the “Compensation Committee”) at its discretion. Mr. Long is entitled to participate in

the employee and fringe benefit plans and programs that are generally available to the senior executive employees of the Company.

In the event of termination without cause (as defined in the CEO Employment Agreement), Mr. Long will be entitled to receive (i) his earned and unpaid base salary through the date of his termination, (ii) 12 months of continued base salary payments, (iii) any earned and unpaid annual bonus for which the applicable performance period has ended and (iv) reimbursement for COBRA premiums for himself and his dependents each month for a twelve-month period following his termination, in each case, provided that Mr. Long executes a general release of all claims against the Company.

The CEO Employment Agreement subjects Mr. Long to the following restrictive covenants: (i) perpetual confidentiality, (ii) assignment of intellectual property, (iii) non-competition during his employment, (iv) non-disparagement during his employment (which non-disparagement covenant is mutual), (v) non-solicitation of the Company's customers, suppliers, licensees, licensors and other business relations during his employment and (vi) non-solicitation of the Company's employees and independent contractors during his employment and for a period of one year following termination of such employment.

The foregoing summary of the terms of the CEO Employment Agreement is qualified in its entirety by reference to the CEO Employment Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

In connection with Mr. Long's appointment, on January 7, 2025, the Board, upon the recommendation of the Compensation Committee, approved a grant, effective January 13, 2025, of a performance-based stock option (the "Option") to Mr. Long under the a.k.a. Brands Holding Corp. 2021 Omnibus Incentive Plan, as amended (the "Plan"), representing a contingent right to purchase 100,000 shares of the Company's common stock, \$0.001 par value per share ("Common Stock"), at a specified price, upon vesting of the Option.

The Option is divided into four tranches (each, a "Tranche"), with each Tranche representing a portion of the Option covering the number shares of Common Stock and the per share exercise price, in each case, specified next to the applicable Tranche in the table below. Following the achievement of the applicable price per share goal with respect to the Tranche, as set forth in the table below, Mr. Long is eligible to exercise such Tranche until January 13, 2035, provided that, any right to exercise the Option shall cease upon Termination (as defined in the Form of Nonqualified Stock Option Agreement previously approved by the Board and attached hereto as Exhibit 10.2). Except as provided below, the applicable Tranche will vest on the first date on which the applicable price per share goal is achieved. If any price per share goal is achieved prior to January 13, 2026, the vesting date for the applicable Tranche(s) will be January 13, 2026. Each Tranche's price per share goal will be considered achieved if the average closing price per share of Common Stock for a 20 consecutive trading-day period equals or exceeds the price per share goal or, in the case of a Change in Control (as defined in the Plan), the price per share paid by the acquiror equals or exceeds the price per share goal.

Tranche	Number of Shares Subject to Each Tranche	Exercise Price Per Share of Stock	Price Per Share Goal
1	20,000	\$20	\$120
2	20,000	\$60	\$120
3	20,000	\$120	\$138
4	40,000	\$180	\$180

There are no arrangements or understandings between Mr. Long and any other person pursuant to which Mr. Long was appointed as Chief Executive Officer. Mr. Long does not have a family relationship with any director, executive officer or person nominated or chosen by the Company to become a director or executive officer of the Company. There are no related person transactions (within the meaning of Item 404(a) of Regulation S-K promulgated by the Securities and Exchange Commission (the "SEC")) between Mr. Long and the Company.

Appointment of Kevin Grant as Chief Financial Officer

On January 7, 2025, the Board appointed Kevin Grant, the Vice President & Global Controller of the Company, to the position of Chief Financial Officer, effective January 13, 2025, to fill the vacancy created by Mr. Long's removal as Chief Financial Officer.

Mr. Grant, age 44, joined as the Company's Vice President & Global Controller in April 2021. From November 2019 until April 2021, Mr. Grant was the Group Controller for Walmart U.S. e-commerce brands, including Jet.com, Bonobos, Eloquii, Shoes.com, Modcloth and Moosejaw, where he led the accounting transformation and integration of e-commerce business acquired by Walmart. Prior to that, Mr. Grant held several other leadership positions within Walmart's e-commerce divisions, including serving as the Controller of SamsClub.com; Head of Controllershship M&A and Head of Technical Accounting. Prior to his time at Walmart, Mr. Grant spent 11 years, from December 2002 until December 2013, in Ernst & Young's Assurance Practice, serving registrants and venture capital-backed private companies in the technology and digital media industries. Mr. Grant earned his B.B.A. from Pacific Lutheran University.

In connection with his appointment, on January 13, 2025, a.k.a. Brands, Inc. and Mr. Grant entered into an employment agreement (the "CFO Employment Agreement"). The CFO Employment Agreement has an initial term of four years, subject to automatic renewals for additional one-year periods.

Pursuant to the terms of the CFO Employment Agreement, Mr. Grant is entitled to receive an annual base salary of \$370,000. Mr. Grant is eligible to receive an annual bonus under the Company's bonus program, with a target bonus opportunity equal to 40% of Mr. Grant's annual base salary, subject to achievement of performance criteria determined by the Board or the Compensation Committee at its discretion. Mr. Grant is entitled to participate in the employee and fringe benefit plans and programs that are generally available to the senior executive employees of the Company.

In the event of termination without cause (as defined in the CFO Employment Agreement), Mr. Grant will be entitled to receive (i) his earned and unpaid base salary through the date of his termination, (ii) an amount equal to six months' of his then-current base salary, payable pro rata over the six-month period following his termination, (iii) any earned and unpaid annual bonus for which the applicable performance period has ended and (iv) reimbursement for COBRA premiums for himself and his dependents each month for a six-month period following his termination, in each case, provided that Mr. Grant executes a general release of all claims against the Company.

The CFO Employment Agreements subjects Mr. Grant to the following restrictive covenants: (i) perpetual confidentiality, (ii) assignment of intellectual property, (iii) non-competition during his employment, (iv) non-disparagement during his employment (which non-disparagement covenant is mutual), (v) non-solicitation of the Company's customers, suppliers, licensees, licensors and other business relations during his employment and (vi) non-solicitation of the Company's employees and independent contractors during his employment and for a period of one year following termination of such employment.

The foregoing summary of the terms of the CFO Employment Agreement is qualified in its entirety by reference to the CFO Employment Agreement, a copy of which is filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

In connection with Mr. Grant's appointment, on January 7, 2025, the Board, upon the recommendation of the Compensation Committee, approved a grant, effective January 13, 2025, of a number of restricted stock units ("RSUs") having a grant date fair value of \$400,000 under the Plan. Subject to continued service on each applicable vesting date, the RSUs will vest as follows: (i) one-third of the RSUs will vest on January 13, 2026 and (ii) the remaining RSUs will vest pro rata in equal amounts each quarter beginning on April 13, 2026 until fully vested on January 13, 2028.

In connection with Mr. Grant's appointment, the Company intends to enter into an indemnification agreement with Mr. Grant in the same form as the Company's other executive officers have entered. The form of indemnification agreement is filed as Exhibit 10.3 to the Company's Registration Statement on Form S-1 (File No. 333-259028), originally filed with the SEC on August 24, 2021.

There are no arrangements or understandings between Mr. Grant and any other person pursuant to which Mr. Grant was appointed as Chief Financial Officer. Mr. Grant does not have a family relationship with any director, executive officer or person nominated or chosen by the Company to become a director or executive officer of the Company. There are no related person transactions (within the meaning of Item 404(a) of Regulation S-K promulgated by the SEC) between Mr. Grant and the Company.

New Form of RSU Award Agreement

In connection with the grant of RSUs to Mr. Grant, the Board approved a new form of Restricted Stock Award Agreement (the "Form of RSU Award Agreement") to make certain revisions to clarify the dividend equivalent rights for awards with such rights.

The foregoing summary of the terms of the Form of RSU Award Agreement is qualified in its entirety by reference to the Form of RSU Award Agreement filed as Exhibit 10.4 to this Current Report on Form 8-K and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure

The disclosure contained in Item 2.02 is incorporated herein by reference.

On January 13, 2025, the Company issued a press release relating to the appointment of Mr. Long and Mr. Grant as Chief Executive Officer and Chief Financial Officer, respectively. A copy of the press release is furnished as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated herein by reference.

In accordance with General Instructions B.2 and B.6 of Form 8-K, the information included in Item 7.01 of this Current Report on Form 8-K and Exhibit 99.2 hereto shall not be deemed "filed" for purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed as part of this report:

Exhibit No.	Description
10.1	Employment Agreement, dated January 13, 2025, by and between a.k.a. Brands, Inc. and Ciaran Long
10.2	Form of Incentive Stock Option (Incorporated by Reference to Exhibit 10.2 to the Company's Registration Statement on Form S-8 (File No. 333-259753) filed on September 23, 2021)
10.3	Employment Agreement, dated January 13, 2025, by and between a.k.a. Brands, Inc. and Kevin Grant
10.4	Form of Restricted Stock Unit Agreement
99.1	Press Release dated January 13, 2025
99.2	Press Release dated January 13, 2025
104	Cover page interactive data file (embedded within the inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

a.k.a. Brands Holding Corp.

Date: January 13, 2025

By: /s/ Ciaran Long
Name: Ciaran Long
Title: Chief Executive Officer

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "Agreement") is entered into and effective as of January 13, 2025 (the "Effective Date"), by and between a.k.a. Brands, Inc., a Delaware corporation (the "Company"), and Ciaran Long ("Executive"). Certain terms used but not otherwise defined herein shall have the meaning set forth in Section 9.

WHEREAS, the Company and Executive are party to that certain Offer Letter, fully executed as of March 23, 2021, and that certain Employment Agreement, effective as of April 8, 2021 (the "Prior Agreements"); and

WHEREAS, the Company and Executive desire to enter into this Agreement to document the terms and conditions of Executive's continued employment with the Company.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Employment; Employment Period. As of the Effective Date, the Company shall continue to employ Executive, and Executive hereby accepts such continued employment with the Company, upon the terms and conditions set forth in this Agreement, for the period beginning on the Effective Date and ending on the fourth (4th) anniversary of the Effective Date; provided, that, this Agreement shall automatically renew on the same terms and conditions set forth herein, as modified from time to time by the parties hereto, for additional one (1)-year periods beginning on the fourth (4th) anniversary of the Effective Date and on each successive anniversary date thereafter, unless either party gives the other party written notice of such party's election not to extend the term of this Agreement at least sixty (60) days prior to any such renewal date, and provided, further, that this Agreement may be earlier terminated as provided in Section 4. The period of time between the Effective Date and the termination of Executive's employment hereunder shall be referred to herein as the "Employment Period." Except as expressly set forth (and subject to the conditions) in Section 4(b), no other compensation shall be payable for periods after the Employment Period ends.

2. Position and Duties.

(a) Position; Responsibilities. During the Employment Period, Executive shall serve as the Chief Executive Officer (the "CEO") of the Company and shall have the duties, responsibilities, functions and authority typically accorded to such position, subject to the power and authority of the board of managers (the "Board") of Excelerate, L.P. ("Holdings") to expand or limit such duties, responsibilities, functions and authority in a manner reasonably consistent with the scope of duties, responsibilities, functions and authority associated with the position of CEO. During the Employment Period, Executive shall render such administrative, financial and other executive and managerial services to Holdings and its Subsidiaries as the Board may from time to time direct.

(b) Reporting; Performance of Duties. Executive shall report to the Board, and Executive shall devote Executive's best efforts and all of Executive's full business time and attention (except for permitted vacation periods and reasonable periods of illness or other incapacity) to the business and affairs of Holdings and its Subsidiaries. Executive shall perform Executive's duties, responsibilities and functions to and for the benefit of Holdings, the Company and their respective Subsidiaries hereunder to the best of Executive's abilities, in a diligent, trustworthy, professional and efficient manner and shall comply with the policies and procedures of Holdings, the Company and their

respective Subsidiaries in all material respects. In performing Executive's duties and exercising Executive's authority under this Agreement, Executive shall support and implement the business and strategic plans approved from time to time by the Board and shall support and cooperate with the efforts of Holdings, the Company and their respective Subsidiaries to expand their respective businesses and operate profitably and in conformity with the business and strategic plans approved by the Board. So long as Executive is employed by the Company, Executive shall not, without the prior written consent or approval of the Board, (i) perform other services, whether or not for compensation, or (ii) cause Holdings, the Company or any of their Subsidiaries to enter into any Affiliate Transaction without prior approval of the Board. Notwithstanding the foregoing, Executive may, with prior written consent of the Board, serve as a director or trustee of any non-profit entity or civic organization, so long as such service does not, separately or in the aggregate, interfere with the fulfillment of Executive's obligations hereunder or create an actual or potential business or fiduciary conflict.

3. Compensation and Benefits.

(a) Base Salary. During the Employment Period, Executive's base salary shall be Five Hundred and Twenty-Five Thousand Dollars (\$525,000.00) per annum and shall be subject to review and increase by the Board, in the Board's sole discretion, on an annual basis (as adjusted from time to time, the "Base Salary"), which Base Salary shall be payable by the Company in regular installments in accordance with the Company's standard payroll practices as in effect from time to time, but not less frequently than monthly. Executive's Base Salary for any partial year will be pro-rated, with such proration based upon the actual number of days Executive is employed in such year.

(b) Business Expenses. During the Employment Period, the Company shall reimburse Executive for all reasonable out-of-pocket business expenses incurred by Executive in the course of performing Executive's duties and responsibilities under this Agreement, to the extent consistent with the Company's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Company's policy in effect from time to time with respect to incurring, reporting and documentation of such expenses.

(c) Bonus. For each calendar year ending during the Employment Period (pro-rated for any partial years of service), in addition to the Base Salary, Executive will be eligible to earn an annual bonus (the "Annual Performance Bonus"), with a target Annual Performance Bonus opportunity equal to 100% of Executive's Base Salary (the "Target Bonus"); provided, that, in order for any Annual Performance Bonus to be payable to Executive, certain minimum established performance criteria must be met. The Annual Performance Bonus will be paid according to a scale based on and escalating from the minimum established performance criteria. Executive's Annual Performance Bonus for a given calendar year, if any, will be based upon Executive's performance and Holdings' and its Subsidiaries' achievement of financial, operational and performance targets and other objectives to be established on an annual basis by the Board, or the compensation committee of the Board (if there is one) (the "Compensation Committee") in its sole discretion but in consultation with Executive. Any such Annual Performance Bonus for any calendar year shall be paid in, but no later than June 30th of, the calendar year immediately following the calendar year to which such Annual Performance Bonus relates, at the same time as annual performance bonuses are paid to other senior executives of the Company, subject to Executive's continued employment through the applicable payment date.

(d) Option Award. Subject to approval of the Board of Directors of a.k.a. Brands Holding Corp., a Delaware corporation ("PubCo"), PubCo will grant to Executive a performance-based stock option to purchase up to 100,000 shares of PubCo's common stock under PubCo's 2021 Omnibus

Incentive Plan, as amended (the “Plan”), on the terms set forth in a stock-option agreement, substantially in the form attached hereto as Exhibit B. For the avoidance of doubt, this Agreement does not constitute a grant of the stock options.

(e) Benefits. In addition to (but without duplication of) the Base Salary and any Annual Performance Bonuses payable to Executive pursuant to this Section 3, Executive shall be entitled to participate in all of the Company’s employee benefit programs for which senior executive employees of the Company are generally eligible, including the following benefits, in each case, during the Employment Period:

(i) health insurance, disability insurance, life insurance, accident insurance and group excess liability insurance coverage that is offered by the Company (assuming Executive and/or Executive’s family meet the eligibility requirements of such benefit plans);

(ii) retirement benefit contributions, including 401(k) contributions, supplemental retirement plan benefits and/or other customary forms of such benefits that are offered by the Company;

(iii) fifteen (15) days of paid time off per year, which shall be taken in accordance with the Company’s then-current paid time off policy and subject to the business needs of the Company; provided, that, Executive may carry over unused paid time off from year to year; and provided, further, that, the number of Executive’s accrued but unused paid time off days may not exceed one and one-half (1½) times the number of days of paid time off Executive is allotted per year at any time;

(iv) ten (10) days of paid sick time per year, which shall be taken in accordance with the Company’s then-current sick time policy. Sick time does not carry over from year to year, and the Executive shall forfeit any unused sick time on December 31st of each year. Executive will be granted ten (10) days of paid sick time on January 1st of each year;

(v) nine (9) paid Company holidays per year, which shall be taken in accordance with the Company’s then-current holiday policy; and

(vi) one (1) floating holiday that will be treated like paid time off for purposes of tracking, which shall be taken in accordance with the Company’s then-current paid time off policy and subject to the business needs of the Company; provided, that, Executive may carry over unused floating holidays from year to year; and provided, further, that, the number of Executive’s accrued but unused floating holidays may not exceed one and one-half (1½) times the number of floating holidays Executive is allotted per year at any time.

For the avoidance of doubt, nothing herein is intended, or shall be construed, to require the Company or its Affiliates to institute or continue any particular benefit plan, program or arrangement, and such benefit plans, programs or arrangements may be amended or terminated from time to time in accordance with their terms.

4. Termination.

(a) Termination. The Employment Period shall terminate automatically and immediately upon the first to occur of (i) Executive’s resignation for any or no reason, (ii) termination of Executive’s employment due to Executive’s death or Disability, (iii) termination of Executive’s

employment by the Company (through action by the Board) for any reason (whether for Cause or without Cause) and (iv) expiration of the term of this Agreement due to either party's non-renewal thereof. The date on which Executive ceases to be employed by the Company for any reason is referred to herein as the "Termination Date." Upon the Termination Date, Executive shall be deemed to have resigned from any position as an officer, director or fiduciary of any Company related entity. Executive agrees to execute any documents the Board deems necessary to effectuate such resignations.

(b) Termination by the Company without Cause. If the Employment Period is terminated by the Company without Cause, then Executive shall be entitled to receive:

(i) Executive's earned and unpaid Base Salary through the Termination Date;

(ii) an amount equal to twelve (12) months of Executive's then current Base Salary (but not as an employee), as a special severance payment, payable pro rata over the twelve (12)-month period following the Termination Date (such period, the "Severance Period") in regular installments in accordance with the Company's general payroll practices as in effect on the Termination Date, but in no event less frequently than monthly;

(iii) any Annual Performance Bonus for which the performance period has been completed and an Annual Performance Bonus has been earned but not yet paid as of the Termination Date (payable at the same time such Annual Performance Bonus would have been paid pursuant to Section 3(c)); and

(iv) reimbursement of COBRA premiums for Executive and his eligible dependents each month during the Severance Period (provided that Executive and his eligible dependents remain eligible for continuation coverage under COBRA); provided that, in the event you become covered under another employer's group health plan or otherwise cease to be eligible for COBRA during the Severance Period, you must immediately notify the Company in writing of such event. Notwithstanding the foregoing, if at any time the Company determines, in its sole discretion, that it cannot provide the COBRA premium benefits on a pre-tax basis without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act or Section 105(h) of the Code), then such payments shall be paid as taxable payments and, in the Company's discretion, may be payable without regard to your election of COBRA coverage or payment of COBRA premiums and without regard to your continued eligibility for COBRA coverage during the Severance Period.

Notwithstanding the foregoing, Executive shall not be entitled to receive any payments pursuant to Section 4(b)(ii), Section 4(b)(iii) or Section 4(b)(iv) (and Executive shall forfeit all rights to such payments) unless Executive has executed and delivered to the Company a general release substantially in form and substance as attached hereto as Exhibit A (the "General Release"), and such General Release remains in full force and effect, has not been revoked and is no longer subject to revocation, within sixty (60) days of the date of termination, and Executive shall be entitled to receive such payments only so long as Executive has not breached any of the provisions of the General Release or Sections 5, 6 and 7 hereof (a "Fundamental Breach"); provided, that, Executive will have ten (10) days after receiving written notice from the Company of a Fundamental Breach in which to cure such Fundamental Breach (to the extent capable of cure, as determined by the Board in good faith). If the General Release is executed and delivered and no longer subject to revocation as provided in the preceding sentence, then the following shall apply:

(A) To the extent any such cash payment to be provided within sixty (60) days of the date of termination is not “deferred compensation” for purposes of Code Section 409A, then such payment shall commence upon the first scheduled payment date immediately after the date the General Release is executed and no longer subject to revocation (the “Release Effective Date”). The first such cash payment shall include payment of all amounts that otherwise would have been due prior to the Release Effective Date under the terms of this Agreement applied as though such payments commenced immediately upon Executive’s termination of employment, and any payments made after the Release Effective Date shall continue as provided herein. The delayed payments shall in any event expire at the time such payments would have expired had such payments commenced immediately following Executive’s termination of employment.

(B) To the extent any such cash payment to be provided within sixty (60) days of the date of termination is “deferred compensation” for purposes of Code Section 409A, then such payment shall be made or commence upon the sixtieth (60th) day following Executive’s termination of employment. The first such cash payment shall include payment of all amounts that otherwise would have been due prior thereto under the terms of this Agreement had such payments commenced immediately upon Executive’s termination of employment, and any payments made after the sixtieth (60th) day following Executive’s termination of employment shall continue as provided herein. The delayed payments shall in any event expire at the time such payments would have expired had such payments commenced immediately following Executive’s termination of employment.

Notwithstanding any other payment schedule provided herein to the contrary, if Executive is deemed on the date of termination to be a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B), then any payment that is considered deferred compensation under Code Section 409A payable on account of a “separation from service” shall be made on the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such “separation from service” of Executive and (ii) the date of Executive’s death (the “Delay Period”) to the extent required under Code Section 409A. Upon the expiration of the Delay Period, all payments delayed pursuant to the immediately preceding sentence (whether they otherwise would have been payable in a single sum or in installments in the absence of such delay) shall be paid to Executive in a lump sum, and all remaining payments due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) For the avoidance of doubt and notwithstanding any implication herein to the contrary, no amounts shall be payable to Executive, and Executive shall have no obligations under this Agreement, including pursuant to Section 4(b), if this Agreement is terminated by Executive prior to (including by failing to commence employment on) the Effective Date.

(d) Other Termination. If the Employment Period is terminated (i) by the Company for Cause, (ii) by Executive for any or no reason, (iii) due to the Company’s or Executive’s election not to renew the Employment Period, or (iv) due to Executive’s death or Disability, then Executive shall be entitled to receive only Executive’s earned and unpaid Base Salary through the Termination Date (payable in accordance with Section 3(a)).

(e) No Other Benefits. Except as otherwise expressly provided herein, Executive shall not be entitled to any other salary, bonuses, employee benefits or compensation from Holdings, the Company or any of their respective Subsidiaries from and after the Termination Date, and all of Executive’s rights to salary, bonuses, employee benefits and other compensation hereunder which would have accrued or become payable from and after the Termination Date (other than vested retirement

benefits accrued on or prior to the Termination Date, accrued life and disability insurance benefits or other amounts owing hereunder as of the Termination Date that have not yet been paid, and/or any accrued, but unused, paid time off in accordance with Company policy and applicable law) shall cease upon the Termination Date, other than those expressly required under applicable law (such as COBRA).

(f) No Mitigation. Executive is under no obligation to mitigate damages or the amount of any payment provided for under this Section 4 by seeking other employment or otherwise; provided, that, notwithstanding anything to the contrary herein, Executive's coverage under the Company's health and dental benefit plans through COBRA will terminate when Executive becomes eligible under any employee benefit plan made available by another employer covering health and dental benefits. Executive shall notify the Company promptly, and in any event within thirty (30) days, after becoming eligible for any such benefits.

(g) Right of Offset. The Company may offset any bona fide obligations that Executive owes Holdings, the Company or any of their respective Subsidiaries or Affiliates (which for the avoidance of doubt shall not include any unliquidated obligations or obligations to the extent Executive reasonably disputes the nature or amount thereof) against any amounts the Company or any of its Subsidiaries owe Executive hereunder; provided, that, notwithstanding the foregoing or any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes "deferred compensation" for purposes of Code Section 409A be subject to offset, counterclaim or recoupment by any other amount unless otherwise permitted by Code Section 409A.

(h) Section 409A Compliance. The intent of the parties is that payments and benefits under this Agreement comply with Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively, "Code Section 409A"), and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith or exempt therefrom. In no event whatsoever shall the Company or any of its respective Affiliates be liable for any additional tax, interest or penalty that may be imposed on Executive under Code Section 409A or for any damages resulting from failing to comply with Code Section 409A.

(i) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment, unless such termination is also a "separation from service" within the meaning of Code Section 409A, and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment," "termination of the Employment Period" or like terms shall mean "separation from service."

(ii) All expenses or other reimbursements under this Agreement shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by Executive (provided, that, if any such reimbursements constitute taxable income to Executive, such reimbursements shall be paid no later than March 15th of the calendar year following the calendar year in which the expenses to be reimbursed were incurred), and no such reimbursement or expenses eligible for reimbursement in any taxable year shall in any way affect the expenses eligible for reimbursement in any other taxable year.

(iii) For purposes of Code Section 409A, Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

(iv) Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., “payment shall be made within thirty (30) days following the date of termination”), the actual date of payment within the specified period shall be within the sole discretion of the Company.

5. Confidential Information.

(a) Protection of Confidential Information. Executive acknowledges that the continued success of Holdings, the Company and their respective Subsidiaries depends upon the use and protection of confidential and proprietary information. All of such confidential and proprietary information now existing or to be developed in the future will be referred to in this Agreement as “Confidential Information.” Confidential Information will be interpreted as broadly as possible to include all information of any sort (whether merely remembered or embodied in a tangible or intangible form, and whether or not specifically labeled or identified as “confidential”) that is (i) related to Holdings’, the Company’s or their respective Subsidiaries’ (including any of their predecessors prior to being acquired by any of the foregoing) current or potential business and (ii) not generally or publicly known. Confidential Information includes, without limitation, the information, observations and data obtained by Executive during the course of Executive’s employment concerning the business and affairs of Holdings, the Company and their respective Subsidiaries, information concerning (A) acquisition opportunities in, or reasonably related, to Holdings’, the Company’s or their respective Subsidiaries’ or Affiliates’ business or industry of which Executive becomes aware prior to or during the course of Executive’s employment or service with Holdings, the Company and their respective Subsidiaries; (B) identities and requirements of, contractual arrangements with and other information regarding Holdings’, the Company’s or any of their respective Subsidiaries’ employees (including personnel files and other information), suppliers, distributors, customers, independent contractors, third-party payors, providers or other business relations and their confidential information, including, without limitation, billing information, credit card information, bank account information and other information concerning customers; (C) internal business information, including development, transition and transformation plans, methodologies and methods of doing business, strategic, staffing, training, marketing, promotional, sales and expansion plans and practices, including plans regarding planned and potential sales, historical and projected financial information, budgets and business plans, risk management practices, negotiation strategies and practices, opinion leader lists and databases, customer service approaches, integration processes, new and existing programs and services, cost, rate and pricing structures and terms and requirements and costs of providing service, support and equipment; (D) trade secrets, technology, know-how, compilations of data and analyses, techniques, systems, formulae, research, records, reports, manuals, flow charts, documentation, models, data and data bases, computer software, including operating systems, applications and program listings; (E) devices, discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, photographs, reports and all similar or related information (whether or not patentable and whether or not reduced to practice); (F) copyrightable works; (G) intellectual property of every kind and description and (H) all similar and related information in whatever form. Executive further acknowledges that the Confidential Information obtained or learned by Executive during the course of Executive’s employment or service (including, for all purposes herein, prior to the Effective Date) with Holdings, the Company or any of their respective Subsidiaries concerning their business or affairs is their property. Therefore, Executive agrees that Executive shall not disclose to any unauthorized Person or use for Executive’s own account or on behalf of any unauthorized Person any of such Confidential Information, whether or not developed by Executive, without the Board’s prior written consent, unless and to the extent that such Confidential Information (i) becomes generally known to and available for use by the public, other than as a result of Executive’s acts or omissions to act, or (ii) is required to be

disclosed pursuant to any applicable law or court order. Executive shall take reasonable and appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Executive agrees to deliver to the Company at the end of the Employment Period, or at any other time the Company may request in writing, all copies and embodiments, in whatever form, of memoranda, notes, plans, records, reports, studies and other documents and data, relating to the business or affairs of Holdings, the Company or their respective Subsidiaries (including, without limitation, all Confidential Information and Work Product (as defined below)) that Executive may then possess or have under Executive's control.

(b) Use of Confidential Information. During the course of Executive's employment with Holdings, the Company and their respective Subsidiaries, Executive shall not use or disclose any confidential information or trade secrets, if any, of any former employers or any other Person to whom Executive has an obligation of confidentiality, and shall not bring onto the premises of Holdings, the Company or their respective Subsidiaries or Affiliates any unpublished documents or any property belonging to any former employer or any other Person to whom Executive has an obligation of confidentiality, unless consented to in writing by the former employer or Person. Executive shall use in the performance of Executive's duties only information that is (i) generally known and used by persons with training and experience comparable to Executive's and that is common knowledge in the industry; (ii) otherwise legally in the public domain; or (iii) otherwise provided or developed by Holdings, the Company or their respective Subsidiaries or, in the case of materials, property or information belonging to any former employer or other Person to whom Executive has an obligation of confidentiality, approved for such use in writing by such former employer or person. If at any time during Executive's employment, Executive believes Executive is being asked to engage in work that will, or will be likely to, jeopardize any confidentiality or other obligations Executive may have to former employers, then Executive shall immediately advise the Board so that Executive's duties may be modified appropriately.

(c) Past Employment. Executive represents and warrants that Executive took nothing that belonged to any former employer when Executive left Executive's prior position and that Executive has nothing that contains any information that belongs to any former employer. If at any time Executive discovers this is incorrect, Executive shall promptly return any such materials to Executive's former employer. The Company does not want any such materials, and Executive shall not be permitted to use or refer to any such materials in the performance of Executive's duties hereunder.

(d) Third-Party Information. Executive understands that Holdings, the Company and their respective Subsidiaries and Affiliates will receive from third parties confidential or proprietary information ("Third-Party Information") subject to a duty on Holdings', the Company's and their respective Subsidiaries' and Affiliates' part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the Employment Period and thereafter, and without in any way limiting the provisions of Section 5(a) above, Executive will hold Third-Party Information in the strictest confidence and will not disclose to anyone (other than personnel of Holdings, the Company or their respective Subsidiaries and Affiliates who need to know such information in connection with their work for Holdings, the Company or their respective Subsidiaries and Affiliates) or use, except in connection with Executive's work for Holdings, the Company or their respective Subsidiaries and Affiliates, Third Party Information unless expressly authorized by the Board in writing.

(e) Whistleblower Protections. Nothing in this Agreement shall prohibit or restrict Holdings, the Company or their respective Subsidiaries and Affiliates, Executive or their respective attorneys from: (i) making any disclosure of relevant and necessary information or documents in any action, investigation or proceeding relating to this Agreement, or as required by law or legal process,

including with respect to possible violations of law; (ii) participating, cooperating or testifying in any action, investigation or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization and/or pursuant to the Sarbanes-Oxley Act; or (iii) accepting any U.S. Securities and Exchange Commission awards. In addition, nothing in this Agreement prohibits or restricts Holdings, the Company or their respective Subsidiaries and Affiliates or Executive from initiating communications with, or responding to any inquiry from, any regulatory or supervisory authority regarding any good faith concerns about possible violations of law or regulation. Nothing in this Agreement prevents Executive from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Executive has reason to believe is unlawful.

(f) Defend Trade Secret Act. Pursuant to 18 U.S.C. § 1833(b), Executive will not be held criminally or civilly liable under any federal or State trade secret law for the disclosure of a trade secret of Holdings, the Company or their respective Subsidiaries and Affiliates that (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to Executive's attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If Executive files a lawsuit for retaliation by Holdings, the Company or their respective Subsidiaries and Affiliates for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney and use the trade secret information in the court proceeding, if Executive files any document containing the trade secret under seal and does not disclose the trade secret except under court order. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

6. Ownership of Intellectual Property, Inventions and Patents. Executive acknowledges that all intellectual property, including, without limitation, all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, processes, programs, designs, analyses, drawings, reports, patent applications, copyrightable work and mask work (whether or not including any confidential information) and all registrations or applications related thereto, all other proprietary information and all similar or related information (whether or not patentable) which relate to Holdings', the Company's or any of their respective Subsidiaries' actual or anticipated business, research and development or existing or future products or services and which are conceived, developed, contributed to, made or reduced to practice by Executive (whether alone or jointly with others) while employed or engaged by the Company, whether before or after the date of this Agreement, including any of the foregoing that constitutes any proprietary information or records ("Work Product"), belong to Holdings, the Company or such respective Subsidiary. Any copyrightable work prepared in whole or in part by Executive in the course of Executive's work for any of the foregoing entities shall be deemed a "work made for hire" to the maximum extent permitted under copyright laws, and Holdings, the Company or such respective Subsidiary shall own all rights therein. To the extent any such copyrightable work or the intellectual property rights in the Work Product is not a "work made for hire," Executive hereby assigns (*nunc pro tunc*, effective as of the first date of Executive's employment or engagement by Holdings, the Company or any of their respective Subsidiaries) and agrees to assign to Holdings, the Company or such respective Subsidiary all right, title and interest, including, without limitation, copyright and all other intellectual property rights, in and to such copyrightable work and other Work Product. Executive shall promptly disclose such Work Product to the Board and, at the Company's expense, perform all actions reasonably requested by the Board (whether during or after the Employment Period) to establish and confirm such ownership by Holdings, the Company or such respective Subsidiary (including, without limitation, assignments, consents, powers of attorney and other instruments). Pursuant to Section 2870(a) of the California Civil Code, any provision in this Agreement which provides that Executive

shall assign, or offer to assign, any of his rights in an invention to the Company or its Affiliates shall not apply to an invention that Executive developed entirely on his own time without using the Company or its Affiliates' equipment, supplies, facilities, or trade secret information, except for those inventions that either: (1) relate at the time of conception or use to the Company or its Affiliates' business, or actual or demonstrably anticipated research or development of the Company or its Affiliates; or (2) result from any work Executive performs for the Company or its Affiliates. All intellectual property that falls within the scope of Section 2870(a) of the California Civil Code shall be excluded from the assignment in this Section 6.

7. Restrictive Covenants.

(a) Restricted Activities. In further consideration of the employment opportunity provided and compensation to be paid to Executive hereunder, Executive acknowledges that, during the course of Executive's employment with Holdings, the Company and their respective Subsidiaries, Executive shall become familiar with Holdings', the Company's and their respective Subsidiaries' and Affiliates' trade secrets and with other Confidential Information concerning Holdings, the Company and their respective Subsidiaries and Affiliates, and that Executive's services shall be of special, unique and extraordinary value to Holdings, the Company and their respective Subsidiaries and Affiliates. Therefore, in further consideration of the employment opportunity provided and compensation to be paid to Executive hereunder and without limiting any other obligations of Executive pursuant to this Agreement, in order to protect the legitimate business interests and goodwill of Holdings, the Company and their respective Subsidiaries and Affiliates, Executive agrees that, during the Employment Period, Executive shall not, directly or indirectly, acquire or hold, beneficially or otherwise, any economic, financial or other interest (whether an equity interest or otherwise) in, act as an equity holder or employee, director, manager, independent contractor or representative of, manage, control, operate, consult with, render services in any capacity for, or otherwise participate in any Person (including any division, group or franchise of a larger organization), other than Holdings, the Company and their respective Subsidiaries, which engages in, or engages in the management or operation of any Person that engages in, any business that competes with or otherwise engages in any aspect of the Business in any geographic area in which Holdings, the Company and their respective Subsidiaries conduct their Business, including North America, Australia, Europe, Asia, South America and Africa. For purposes of this Agreement, the term "participate in" shall include having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any Person (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise). Notwithstanding the restrictions specified in this Section 7(a), nothing herein shall be construed to prohibit Executive from: (i) owning, solely as a passive investment, the securities of an entity which are publicly traded on a national or regional stock exchange or on the over-the-counter market or investing through a private equity fund in securities of an entity that is not publicly traded, provided, that, Executive does not, directly or indirectly, own 2% or more of any class of securities of such entity; or (ii) owning, solely as a passive investment, the securities of an entity which are not publicly traded, provided, that, such entity (including each of its Subsidiaries) is not engaged in the Business. For purposes herein, "Business" means the business of online fast fashion apparel (including designing, manufacturing, marketing and selling such apparel), as the same may be altered, amended, supplemented or otherwise changed from time to time, and any other business in which Holdings, the Company or any of their respective Subsidiaries is engaged during the course of Executive's employment with Holdings, the Company and their respective Subsidiaries.

(b) Non-Solicitation. Executive shall not, directly or indirectly through another Person (other than on behalf of Holdings, the Company and their respective Subsidiaries), either individually or acting in concert with another Person or Persons, (i) induce or attempt to induce any employee or independent contractor of Holdings, the Company or any of their respective Subsidiaries to leave the employ or services of Holdings, the Company or such respective Subsidiary, or in any way interfere with the relationship between Holdings, the Company or any such respective Subsidiary and any employee or independent contractor thereof during the course of Executive's employment with Holdings, the Company and their respective Subsidiaries or the one (1)-year period following the termination of Executive's employment with Holdings, the Company and their respective Subsidiaries, or (ii) induce or attempt to induce any customer, supplier, licensee, licensor or other business relation of Holdings, the Company or any respective Subsidiary to cease doing business with Holdings, the Company or such respective Subsidiary, or in any way interfere with the relationship between any such customer, supplier, licensor or other business relation and Holdings, the Company or any respective Subsidiary (including, without limitation, making any negative or disparaging statements about or communications regarding Holdings, the Company or any of their respective Subsidiaries) during the course of Executive's employment with Holdings, the Company and their respective Subsidiaries.

(c) Non-Disparagement. Without limiting any other obligation of Executive pursuant to this Agreement, Executive hereby covenants and agrees that, except as may be required by applicable law, Executive shall not make any statement, written or verbal, in any forum or media, or take any other action in disparagement of Holdings, the Company or any of their respective Subsidiaries or Affiliates, during the course of Executive's employment with Holdings, the Company and their respective Subsidiaries. The Company agrees to instruct Board members and its senior executives not to, while serving as a Board member or employed by the Company, as the case may be, make negative comments about Executive or otherwise disparage Executive in any manner that is likely to be harmful to Executive's business reputation. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings), and the foregoing limitation on Board members and the Company's senior executives shall not be violated by statements that they in good faith believe are necessary or appropriate to make in connection with performing their duties and obligations to the Company.

(d) Blue-Pencil. If, at the time of enforcement of Sections 5 or 6 or this Section 7, a court shall hold that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum duration, scope and area permitted by law. Executive hereby acknowledges that the restrictions in Sections 5 and 6 and this Section 7 are reasonable and represents that Executive has either consulted with independent legal counsel regarding Executive's rights and obligations under this Agreement or knowingly and voluntarily waived the opportunity to do so and that Executive fully understands the terms and conditions contained herein.

(e) Additional Acknowledgments. Executive acknowledges that the provisions of Sections 5 and 6 and this Section 7 are in consideration of Executive's employment with the Company, the future issuance of incentive equity to Executive by Holdings and other good and valuable consideration as set forth in this Agreement. In addition, Executive agrees and acknowledges that the restrictions contained in Sections 5 and 6 and this Section 7 do not preclude Executive from earning a livelihood, nor do they unreasonably impose limitations on Executive's ability to earn a living. In

addition, Executive acknowledges (i) that the business of Holdings, the Company and their respective Subsidiaries will be conducted throughout North America, Australia, Europe, Asia, South America and Africa and beyond; (ii) notwithstanding the state of organization or principal office of Holdings, the Company or any of their respective Subsidiaries or facilities, or any of their respective executives or employees (including Executive), it is expected that Holdings, the Company and their respective Subsidiaries will have business activities and have valuable business relationships within its industry throughout North America, Australia, Europe, Asia, South America and Africa and beyond; and (iii) as part of Executive's responsibilities, Executive will be traveling throughout North America, Australia, Europe, Asia, South America and Africa and other jurisdictions where Holdings, the Company and their respective Subsidiaries conduct business during the course of Executive's employment with Holdings, the Company and their respective Subsidiaries in furtherance of their business relationships. Executive agrees and acknowledges that the restrictions contained in Sections 5 and 6 and this Section 7 are necessary to protect the legitimate business interests of Holdings, the Company and their respective Subsidiaries and that the potential harm to Holdings, the Company and their respective Subsidiaries of the non-enforcement of any provision of Sections 5 and 6 and this Section 7 outweighs any potential harm to Executive of its enforcement by injunction or otherwise. Executive acknowledges that Executive has carefully read this Agreement and either consulted with legal counsel of Executive's choosing regarding its contents or knowingly and voluntarily waived the opportunity to do so, has given careful consideration to the restraints imposed upon Executive by this Agreement and is in full accord as to their necessity for the reasonable and proper protection of confidential and proprietary information of Holdings, the Company and their respective Subsidiaries and Affiliates now existing or to be developed in the future. Executive expressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, duration and geographical area.

(f) Specific Performance. In the event of the breach or a threatened breach by Executive of any of the provisions of Sections 5 or 6 or this Section 7, Holdings, the Company and their respective Subsidiaries and Affiliates would suffer material and irreparable harm and money damages would not be a sufficient or adequate remedy for any such breach and, in addition and supplementary to other rights and remedies existing in its favor whether hereunder (including Section 7) or under any other agreement, at law or in equity, the Company shall be entitled to specific performance and/or injunctive or other equitable relief from a court of law or equity of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without posting a bond, deposit or other security). In addition, in the event of an alleged breach or violation by Executive thereof, any post-termination restriction pursuant to Section 7(b)(i) shall be tolled until such breach or violation has been duly cured.

8. Executive's Representations. Executive hereby represents and warrants to the Company that (a) the execution, delivery and performance of this Agreement by Executive do not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Executive is a party or by which Executive is bound; (b) except as previously disclosed to the Company in writing (a copy of such agreement having been provided to the Company and with respect to which all noncompete restrictions shall expire prior to the commencement of the Employment Period), Executive is not a party to or bound by any employment agreement, noncompete agreement or confidentiality agreement with any other person or entity; and (c) upon the execution and delivery of this Agreement by the Company, this Agreement shall be the valid and binding obligation of Executive, enforceable in accordance with its terms. Executive hereby acknowledges and represents that Executive has either consulted with independent legal counsel regarding Executive's rights and obligations under this Agreement or knowingly and voluntarily waived the opportunity to do so and that Executive fully understands the terms and conditions contained herein.

9. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

“Affiliate” of any particular Person shall mean any other Person controlling, controlled by or under common control or common investment management with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, contract or otherwise, and such “control” shall be conclusively presumed if any Person owns 10% or more of the voting capital stock or other equity securities, directly or indirectly, of any other Person.

“Affiliate Transaction” shall mean any agreement, transaction (including hiring), commitment or arrangement between Holdings or any of its Subsidiaries, on the one hand, and any of Holdings’ or any of its Subsidiary’s then existing officers, managers, directors, employees, equity holders or Affiliates or with any individual related by blood, marriage or adoption to any such individual or with any entity in which any such Person or individual owns a beneficial interest, on the other hand.

“Cause” shall mean with respect to Executive one or more of the following: (a) the indictment for, conviction of, or plea of guilty or nolo contendere to (i) a felony (other than a driving offense related solely to driving in excess of the speed limit), (ii) any other crime involving moral turpitude, or (iii) any crime involving misappropriation, embezzlement or fraud with respect to Holdings, the Company or any of their respective Subsidiaries or any of their customers or suppliers; (b) misconduct that would reasonably be expected to cause Holdings, the Company or any of their respective Subsidiaries substantial public disgrace or disrepute or economic harm; (c) repeated refusal to perform duties consistent with this Agreement as lawfully directed by the Board, including, without limitation, (i) Executive’s persistent neglect of duty or chronic unapproved absenteeism (other than due to Executive’s Disability) or (ii) Executive’s refusal to comply with any lawful directive or policy of the Board which, in each case, is incurable or not cured to the Board’s reasonable satisfaction within ten (10) days after written notice thereof to Executive; (d) any act or knowing omission aiding or abetting a competitor, supplier or customer of Holdings, the Company or any of their respective Subsidiaries to the disadvantage or detriment of Holdings, the Company or any of their respective Subsidiaries; (e) breach of fiduciary duty, gross negligence or willful misconduct with respect to Holdings, the Company or any of their respective Subsidiaries; (f) use of alcohol, drugs or other similar substances that materially impairs Executive’s ability to perform Executive’s duties under this Agreement; or (g) any other material breach by Executive of this Agreement or any other agreement between Executive and Holdings, the Company or any of their respective Subsidiaries which is incurable or not cured to the Board’s reasonable satisfaction within ten (10) days after written notice thereof to Executive.

“Disability” shall mean that, as a result of Executive’s incapacity due to physical or mental illness, Executive is considered disabled under the Company’s long-term disability insurance plans or, in the absence of such plans, Executive is unable to perform the essential duties, responsibilities and functions of Executive’s position with the Company and their Subsidiaries and Affiliates for a period of not less than one hundred eighty (180) days in any three hundred sixty five (365)-day period (whether or not consecutive) as a result of any mental or physical disability or incapacity even with reasonable accommodations of such disability or incapacity provided by the Company and their Subsidiaries and Affiliates or if providing such accommodations would be unreasonable, all as determined by the Board in its good faith judgment. Executive shall cooperate in all respects with the Company if a question arises as to whether Executive has become Disabled (including, without limitation, submitting to an examination by a medical doctor or other health care specialists

selected by the Company, with input from Executive, and authorizing such medical doctor or such other health care specialist to discuss Executive's condition with the Company).

"Incentive Equity Agreement" shall mean that certain Incentive Equity Agreement, dated on or about the Effective Date, by and among Executive, the Company and Holdings, in the form attached hereto as Exhibit B.

"Person" shall mean an individual, a partnership, a corporation (whether or not for profit), a limited liability company, an association, a joint stock company, a trust, a joint venture or other business entity, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

"Subsidiary," when used with respect to any Person, shall mean any corporation or other entity of which the securities or other ownership interests having the voting power to elect a majority of the board of directors or other governing body are, at the time of determination, owned by such Person or of which such Person serves as the managing member or in a similar capacity or of which such Person holds a majority of the partnership or limited liability company or similar interests or is otherwise entitled to receive a majority of distributions made by it, in each case, directly or through one or more Subsidiaries, and any other Person in which such Person directly or indirectly invests.

10. Survival. Sections 4 through 24 (other than Section 22) shall survive and continue in full force in accordance with their terms notwithstanding the expiration or termination of the Employment Period.

11. Notices. Any notice provided for in this Agreement shall be in writing and shall be personally delivered, sent by facsimile (with hard copy to follow), sent by reputable overnight courier service, or mailed by first class mail, return receipt requested, to the recipient at the address below indicated:

Notices to Executive

Ciaran Long
At the address shown in the books and records of the Company.

Notices to the Company:

a.k.a. Brands, Inc.
100 Montgomery St., Suite 2270
San Francisco, CA 94104
Attention: KC White
Email: [*****]

With copies to:

Morrison & Foerster, LLP
2100 L Street NW, Suite 900
Washington, DC 20037

Attention: Justin Salon
Michael Schulman
Email: [****]
[****]

such other address or to the attention of such other Person as the recipient party shall have specified by prior written notice to the sending party. Any notice under this Agreement shall be deemed to have been given when so delivered or sent by facsimile (subject to automatic proof of transmission), one day after being sent by overnight courier or three (3) days after being mailed by first class mail, return receipt requested, as applicable.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such provision shall be ineffective only in the jurisdiction where so held and only to the extent of such prohibition or illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13. Complete Agreement. This Agreement and those documents expressly referred to herein embody the complete agreement and understanding among the parties with respect to, and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to, the subject matter hereof in any way, including, without limitation, the Prior Agreements, by and between Executive and the Company or any of its Subsidiaries.

14. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

15. Counterparts. This Agreement may be executed in separate counterparts (including by means of facsimile or by electronic transmission in portable document format (pdf) or comparable electronic transmission), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

16. Successors and Assigns. This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder; provided, that, (a) this Agreement will inure to the benefit of and be enforceable by Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees (but otherwise will not otherwise be assignable, transferable or delegable by Executive), and (b) this Agreement will be assignable, transferable or delegable by the Company without the consent

of Executive to Holdings, the Company or any of their respective Subsidiaries or to any successor (whether direct or indirect, in whatever form of transaction) to all or substantially all of their business or assets (none of which shall constitute a termination of Executive's employment hereunder).

17. Choice of Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

18. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company (as approved by the Board) and Executive which consent shall specifically state the intent of both parties hereto to supplement the terms herein, and no course of conduct or course of dealing or failure or delay by any party hereto in enforcing or exercising any of the provisions of this Agreement (including, without limitation, the Company's right to terminate the Employment Period for Cause) shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.

19. Insurance. The Company and/or Holdings may, at its discretion, apply for and procure in its own name and for its own benefit life and/or disability insurance on Executive in any amount or amounts considered advisable. Executive agrees to reasonably cooperate in any medical or other examination, supply any information and execute and deliver any applications or other instruments in writing as may be reasonably necessary to obtain and constitute such insurance. Executive hereby represents that Executive has no reason to believe that Executive's life is not insurable at rates now prevailing for a healthy person of Executive's age.

20. Indemnification and Reimbursement of Payments on Behalf of Executive. Holdings and its Subsidiaries shall be entitled to deduct or withhold from any amounts owing from Holdings or any of its Subsidiaries to Executive any federal, state, local or foreign withholding taxes, excise tax or employment taxes ("Taxes") imposed with respect to Executive's compensation or other payments from Holdings, the Company or any of their respective Subsidiaries or Executive's ownership interest in Holdings, the Company or any of their respective Subsidiaries (including, without limitation, wages, bonuses, dividends, the receipt or exercise of equity options and/or the receipt or vesting of restricted equity), as may be required to be deducted or withheld by any applicable law or regulation. In the event Holdings or any of its Subsidiaries does not make such deductions or withholdings, Executive shall indemnify Holdings and its Subsidiaries for any amounts paid with respect to any such Taxes, together (if such failure to withhold was at the written direction of Executive) with any interest, penalties and related expenses thereto.

21. Corporate Opportunity. During the Employment Period, Executive shall submit to the Board all business, commercial and investment opportunities or offers presented to Executive or of which Executive becomes aware which relate to the business of Holdings, the Company or their respective Subsidiaries, at any time during the Employment Period ("Corporate Opportunities"). During the Employment Period, unless approved by the Board, Executive shall not accept or pursue, directly or indirectly, any Corporate Opportunities on Executive's own behalf.

22. Executive's Cooperation. During the Employment Period and thereafter during Executive's lifetime, Executive shall cooperate with Holdings, the Company and their respective

Subsidiaries and Affiliates in any internal investigation or administrative, regulatory or judicial investigation or proceeding or any dispute with any third party as reasonably requested by Holdings, the Company and their respective Subsidiaries and Affiliates (including, without limitation, Executive being available to Holdings, the Company and their respective Subsidiaries and Affiliates upon reasonable notice for interviews and factual investigations, appearing at Holdings', the Company's or any of their respective Subsidiaries' or Affiliates' request to give testimony without requiring service of a subpoena or other legal process, volunteering to Holdings, the Company and their respective Subsidiaries and Affiliates all pertinent information and turning over to Holdings, the Company and their respective Subsidiaries and Affiliates all relevant documents which are or may come into Executive's possession, all at times and on schedules that are reasonably consistent with Executive's other permitted activities and commitments). In the event Holdings, the Company or any of their respective Subsidiaries or Affiliates requires Executive's cooperation in accordance with this Section 22, the Company shall pay Executive a reasonable per diem as determined by the Board and reimburse Executive for reasonable expenses incurred in connection therewith (including lodging and meals, upon submission of receipts).

23. Indemnification. During the term of Executive's employment and thereafter, the Company agrees that it shall indemnify Executive and provide Executive with Directors & Officers liability insurance coverage to the same extent that it indemnifies and/or provides such insurance coverage to the Board and other most senior executive officers.

24. Delivery by Facsimile or PDF. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in pdf, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic transmission in pdf to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic transmission in pdf as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date first written above.

A.K.A. BRANDS, INC.

By: Kenneth White /s/
Name: White Kenneth
Its: Legal Officer & Head of HR Chief

/s/ Ciaran Long
Ciaran Long

Exhibit A

GENERAL RELEASE

I, Ciaran Long, in consideration of and subject to the performance by a.k.a. Brands, Inc., a Delaware corporation (the “Company”), of its obligations under Sections 4(b)(ii)-(iv) of the Employment Agreement, dated as of [], 2025 (the “Agreement”), do hereby release and forever discharge as of the date hereof Excelerate, L.P. (“Holdings”), the Company and their Subsidiaries and Affiliates (each as defined therein) and all present and former managers, directors, officers, agents, representatives, employees, successors and assigns of Holdings, the Company and their Subsidiaries and Affiliates and their direct and indirect owners (collectively, the “Released Parties”) to the extent provided below.

1. I understand that any payments or benefits paid or granted to me under Section 4(b)(ii) of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive the payments and benefits specified in Sections 4(b)(ii)-(iv) of the Agreement unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter or breach this General Release. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its affiliates. I also acknowledge, agree, and represent that I have received all payments and benefits that I am entitled to receive (as of the date hereof) by virtue of any employment by the Company.

2. Except as provided in paragraph 4 below and except for the provisions of the Agreement that expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself, my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys’ fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date I executed this General Release) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties that I, my spouse, or any of my heirs, executors, administrators or assigns, may have from the beginning of time through the date which I execute this General Release, including those which arise out of or are connected with my employment with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; any applicable Executive Orders; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies,

practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims").

I have read Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

I understand that Section 1542 gives me the right not to release existing claims of which I am not aware, unless I voluntarily choose to waive this right. Having been so apprised, I hereby voluntarily elect to and do waive the rights described in Section 1542 and elect to assume all risks for claims that existed in my favor, known or unknown.

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that (i) I may have under the Age Discrimination in Employment Act of 1967 that arise after the date I execute this General Release, (ii) are for coverage under any D&O or other similar insurance policy, (iii) are for indemnification under any agreement or arrangement with the Company. I acknowledge and agree that my separation from employment with the Company is in compliance with the terms of the Agreement and company policy and shall not serve as the basis for any Claim (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

5. I agree that I am waiving all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever, including, without limitation, reinstatement, back pay, front pay, attorneys' fees and any form of injunctive relief. Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under applicable law, including the right to file an administrative charge or participate in an administrative investigation or proceeding with the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission, or other governmental agency prohibiting such waiver; provided, however, that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding excepting any benefit or remedy to which I am or become entitled to pursuant to Section 922 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

6. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, or in the event I should seek to recover against the Company in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent permitted by applicable law.

7. I represent that I am not aware of any pending charge or complaint of the type described in paragraph 2 above as of the execution of this General Release. I represent that I am not aware of any claim by me other than the claims that are released by this General Release. I acknowledge that I may hereafter discover claims or facts in addition to or different than those which I now know or believe to exist with respect to the subject matter of the release set forth in paragraph 2 above and which, if known or suspected at the time of entering into this General Release, may have materially affected this General Release and my decision to enter into it. Nevertheless, I hereby waive any right, claim or cause of action that might arise as a result of such different or additional claims or facts.

8. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

9. I agree that I will forfeit all amounts payable by the Company pursuant to Sections 4(b)(ii)-(iv) of the Agreement if I challenge the validity of this General Release. I also agree that if I violate this General Release by suing the Company or the other Released Parties, I will pay all costs and expenses of defending against the suit incurred by the Released Parties, including attorneys' fees, and upon the Company's request return all payments theretofore received by me pursuant to Section 4(b)(ii), Section 4(b)(iii) and/or Section 4(b)(iv) of the Agreement.

10. I agree that this General Release and the Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Agreement, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law or legal process, and I will instruct each of the foregoing not to disclose the same to anyone.

11. Any non-disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the Financial

Industry Regulatory Authority (FINRA), the National Association of Securities Dealers, Inc. (NASD), any other self-regulatory organization or governmental entity.

12. I agree not to disparage any of the Released Parties or their past and present investors, officers, directors or employees or their affiliates and to keep all confidential and proprietary information about the past or present business affairs of the Released Parties confidential unless a prior written release from the Company is obtained. I further agree that, as of the date hereof, I have returned to the Company any and all property, tangible or intangible, relating to its business, that I possessed or had control over at any time (including, but not limited to, company-provided credit cards, building or office access cards, keys, computer equipment, manuals, files, documents, records, software, customer data base and other data) and that I shall not retain any copies, compilations, extracts, excerpts, summaries or other notes of any such manuals, files, documents, records, software, customer data base or other data.

13. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect (i) any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof, (ii) any vested rights I may have under the employee benefit plans, programs, or policies of the Company and its affiliates; (iii) any indemnification rights to which I may be entitled under the Company's Articles of Incorporation or Bylaws, by contract, as a matter of law, or otherwise, or under any power that the Company may have to indemnify me or hold me harmless, (iv) my rights following the date hereof with respect to any equity interests I hold in the Company or any of its past or present affiliates or (v) any rights or claims that cannot be waived by law. Nothing in this Agreement prevents me from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that I have reason to believe is unlawful.

14. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction such invalidity, illegality and unenforceability shall not affect any other provision or its validity and enforceability in any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

- (a) I HAVE READ IT CAREFULLY;
- (b) UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING, BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED; TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963; THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED

- (c) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;
- (d) I AM ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;
- (e) I HAVE HAD AT LEAST [TWENTY-ONE (21)][FORTY-FIVE (45)] DAYS FROM THE DATE OF MY RECEIPT OF THIS GENERAL RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON , TO CONSIDER IT AND THE CHANGES MADE SINCE THE , VERSION OF THIS GENERAL RELEASE ARE NOT MATERIAL AND WILL NOT RESTART THE REQUIRED [TWENTY-ONE (21)][FORTY-FIVE (45)]-DAY PERIOD;
- (f) THE CHANGES TO THIS GENERAL RELEASE SINCE EITHER ARE NOT MATERIAL OR WERE MADE AT MY REQUEST;
- (g) I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS GENERAL RELEASE TO REVOKE IT AND THAT THIS GENERAL RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;
- (h) I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND
- (i) I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

DATE: _____ 1/7/2025 /s/ Ciaran Long

 CIARAN LONG

Exhibit B

Stock Option Agreement

(See Attached)

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "Agreement") is entered into and effective as of January 13, 2025 (the "Effective Date"), by and between a.k.a. Brands, Inc., a Delaware corporation (the "Company"), and Kevin Grant ("Executive"). Certain terms used but not otherwise defined herein shall have the meaning set forth in Section 9.

WHEREAS, the Company and Executive desire to enter into this Agreement to document the terms and conditions of Executive's employment with the Company.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Employment; Employment Period. As of the Effective Date, the Company shall employ Executive, and Executive hereby accepts such employment with the Company, upon the terms and conditions set forth in this Agreement, for the period beginning on the Effective Date and ending on the fourth (4th) anniversary of the Effective Date; provided, that, this Agreement shall automatically renew on the same terms and conditions set forth herein, as modified from time to time by the parties hereto, for additional one (1)-year periods beginning on the fourth (4th) anniversary of the Effective Date and on each successive anniversary date thereafter, unless either party gives the other party written notice of such party's election not to extend the term of this Agreement at least sixty (60) days prior to any such renewal date, and provided, further, that this Agreement may be earlier terminated as provided in Section 4. The period of time between the Effective Date and the termination of Executive's employment hereunder shall be referred to herein as the "Employment Period." Except as expressly set forth (and subject to the conditions) in Section 4(b), no other compensation shall be payable for periods after the Employment Period ends.

2. Position and Duties.

(a) Position; Responsibilities. During the Employment Period, Executive shall serve as the Chief Financial Officer (the "CFO") of the Company and shall have the duties, responsibilities, functions and authority typically accorded to such position, subject to the power and authority of the board of managers (the "Board") of Excelerate, L.P. ("Holdings") and the Chief Executive Officer of the Company (the "CEO") to expand or limit such duties, responsibilities, functions and authority in a manner reasonably consistent with the scope of duties, responsibilities, functions and authority associated with the position of CFO. During the Employment Period, Executive shall render such administrative, financial and other executive and managerial services to Holdings and its Subsidiaries as the Board or the CEO may from time to time direct.

(b) Reporting; Performance of Duties. Executive shall report to the Board and the CEO, and Executive shall devote Executive's best efforts and all of Executive's full business time and attention (except for permitted vacation periods and reasonable periods of illness or other incapacity) to the business and affairs of Holdings and its Subsidiaries. Executive shall perform Executive's duties, responsibilities and functions to and for the benefit of Holdings, the Company and their respective Subsidiaries hereunder to the best of Executive's abilities, in a diligent, trustworthy, professional and efficient manner and shall comply with the policies and procedures of Holdings, the Company and their respective Subsidiaries in all material respects. In performing Executive's duties and exercising Executive's authority under this Agreement, Executive shall support and implement the business and strategic plans approved from time to time by the Board and shall support and cooperate with the efforts

of Holdings, the Company and their respective Subsidiaries to expand their respective businesses and operate profitably and in conformity with the business and strategic plans approved by the Board. So long as Executive is employed by the Company, Executive shall not, without the prior written consent or approval of the Board, (i) perform other services, whether or not for compensation, or (ii) cause Holdings, the Company or any of their Subsidiaries to enter into any Affiliate Transaction without prior approval of the Board. Notwithstanding the foregoing, Executive may, with prior written consent of the Board, serve as a director or trustee of any non-profit entity or civic organization, so long as such service does not, separately or in the aggregate, interfere with the fulfillment of Executive's obligations hereunder or create an actual or potential business or fiduciary conflict.

3. Compensation and Benefits.

(a) Base Salary. During the Employment Period, Executive's base salary shall be Three Hundred and Seventy Thousand Dollars (\$370,000) per annum and shall be subject to review and increase by the Board, in the Board's sole discretion, on an annual basis (as adjusted from time to time, the "Base Salary"), which Base Salary shall be payable by the Company in regular installments in accordance with the Company's standard payroll practices as in effect from time to time, but not less frequently than monthly. Executive's Base Salary for any partial year will be pro-rated, with such proration based upon the actual number of days Executive is employed in such year.

(b) Business Expenses. During the Employment Period, the Company shall reimburse Executive for all reasonable out-of-pocket business expenses incurred by Executive in the course of performing Executive's duties and responsibilities under this Agreement, to the extent consistent with the Company's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Company's policy in effect from time to time with respect to incurring, reporting and documentation of such expenses.

(c) Bonus. For each calendar year ending during the Employment Period (pro-rated for any partial years of service), in addition to the Base Salary, Executive will be eligible to earn an annual bonus (the "Annual Performance Bonus"), with a target Annual Performance Bonus opportunity equal to 40% of Executive's Base Salary (the "Target Bonus"); provided, that, in order for any Annual Performance Bonus to be payable to Executive, certain minimum established performance criteria must be met. The Annual Performance Bonus will be paid according to a scale based on and escalating from the minimum established performance criteria. Executive's Annual Performance Bonus for a given calendar year, if any, will be based upon Executive's performance and Holdings' and its Subsidiaries' achievement of financial, operational and performance targets and other objectives to be established on an annual basis by the Board, or the compensation committee of the Board (if there is one) (the "Compensation Committee") in its sole discretion but in consultation with Executive. Any such Annual Performance Bonus for any calendar year shall be paid in, but no later than June 30th of, the calendar year immediately following the calendar year to which such Annual Performance Bonus relates, at the same time as annual performance bonuses are paid to other senior executives of the Company, subject to Executive's continued employment through the applicable payment date.

(d) Restricted Stock Units. Subject to approval of the Board of Directors of a.k.a. Brands Holding Corp., a Delaware corporation ("PubCo"), at or as soon as practicable after the Effective Date, PubCo will grant to Executive an award of restricted stock units covering [] shares of PubCo's common stock under PubCo's 2021 Omnibus Incentive Plan, as amended (the "Plan"), on the terms set forth in a restricted stock unit agreement, substantially in the form attached hereto as Exhibit B. For the avoidance of doubt, this Agreement does not constitute a grant of the restricted stock units.

(e) Benefits. In addition to (but without duplication of) the Base Salary and any Annual Performance Bonuses payable to Executive pursuant to this Section 3, Executive shall be entitled to participate in all of the Company's employee benefit programs for which senior executive employees of the Company are generally eligible, including the following benefits, in each case, during the Employment Period:

(i) health insurance, disability insurance, life insurance, accident insurance and group excess liability insurance coverage that is offered by the Company (assuming Executive and/or Executive's family meet the eligibility requirements of such benefit plans);

(ii) retirement benefit contributions, including 401(k) contributions, supplemental retirement plan benefits and/or other customary forms of such benefits that are offered by the Company;

(iii) fifteen (15) days of paid time off per year, which shall be taken in accordance with the Company's then-current paid time off policy and subject to the business needs of the Company; provided, that, Executive may carry over unused paid time off from year to year; and provided, further, that, the number of Executive's accrued but unused paid time off days may not exceed one and one-half (1½) times the number of days of paid time off Executive is allotted per year at any time;

(iv) ten (10) days of paid sick time per year, which shall be taken in accordance with the Company's then-current sick time policy. Sick time does not carry over from year to year, and the Executive shall forfeit any unused sick time on December 31st of each year. Executive will be granted ten (10) days of paid sick time on January 1st of each year;

(v) nine (9) paid Company holidays per year, which shall be taken in accordance with the Company's then-current holiday policy; and

(vi) one (1) floating holiday that will be treated like paid time off for purposes of tracking, which shall be taken in accordance with the Company's then-current paid time off policy and subject to the business needs of the Company; provided, that, Executive may carry over unused floating holidays from year to year; and provided, further, that, the number of Executive's accrued but unused floating holidays may not exceed one and one-half (1½) times the number of floating holidays Executive is allotted per year at any time.

For the avoidance of doubt, nothing herein is intended, or shall be construed, to require the Company or its Affiliates to institute or continue any particular benefit plan, program or arrangement, and such benefit plans, programs or arrangements may be amended or terminated from time to time in accordance with their terms.

4. Termination.

(a) Termination. The Employment Period shall terminate automatically and immediately upon the first to occur of (i) Executive's resignation for any or no reason, (ii) termination of Executive's employment due to Executive's death or Disability, (iii) termination of Executive's employment by the Company (through action by the Board) for any reason (whether for Cause or without Cause) and (iv) expiration of the term of this Agreement due to either party's non-renewal

thereof. The date on which Executive ceases to be employed by the Company for any reason is referred to herein as the "Termination Date." Upon the Termination Date, Executive shall be deemed to have resigned from any position as an officer, director or fiduciary of any Company related entity. Executive agrees to execute any documents the Board deems necessary to effectuate such resignations.

(b) Termination by the Company without Cause. If the Employment Period is terminated by the Company without Cause, then Executive shall be entitled to receive:

(i) Executive's earned and unpaid Base Salary through the Termination Date;

(ii) an amount equal to six (6) months of Executive's then current Base Salary (but not as an employee), as a special severance payment, payable pro rata over the six (6)-month period following the Termination Date (such period, the "Severance Period") in regular installments in accordance with the Company's general payroll practices as in effect on the Termination Date, but in no event less frequently than monthly;

(iii) any Annual Performance Bonus for which the performance period has been completed and an Annual Performance Bonus has been earned but not yet paid as of the Termination Date (payable at the same time such Annual Performance Bonus would have been paid pursuant to Section 3(c)); and

(iv) reimbursement of COBRA premiums for Executive and his eligible dependents each month during the Severance Period (provided that Executive and his eligible dependents remain eligible for continuation coverage under COBRA); provided that, in the event Executive becomes covered under another employer's group health plan or otherwise cease to be eligible for COBRA during the Severance Period, Executive must immediately notify the Company in writing of such event. Notwithstanding the foregoing, if at any time the Company determines, in its sole discretion, that it cannot provide the COBRA premium benefits on a pre-tax basis without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act or Section 105(h) of the Code), then such payments shall be paid as taxable payments and, in the Company's discretion, may be payable without regard to Executive's election of COBRA coverage or payment of COBRA premiums and without regard to Executive's continued eligibility for COBRA coverage during the Severance Period.

Notwithstanding the foregoing, Executive shall not be entitled to receive any payments pursuant to Section 4(b)(ii), Section 4(b)(iii) or Section 4(b)(iv) (and Executive shall forfeit all rights to such payments) unless Executive has executed and delivered to the Company a general release substantially in form and substance as attached hereto as Exhibit A (the "General Release"), and such General Release remains in full force and effect, has not been revoked and is no longer subject to revocation, within sixty (60) days of the date of termination, and Executive shall be entitled to receive such payments only so long as Executive has not breached any of the provisions of the General Release or Sections 5, 6 and 7 hereof (a "Fundamental Breach"); provided, that, Executive will have ten (10) days after receiving written notice from the Company of a Fundamental Breach in which to cure such Fundamental Breach (to the extent capable of cure, as determined by the Board in good faith). If the General Release is executed and delivered and no longer subject to revocation as provided in the preceding sentence, then the following shall apply:

(A) To the extent any such cash payment to be provided within sixty (60) days of the date of termination is not “deferred compensation” for purposes of Code Section 409A, then such payment shall commence upon the first scheduled payment date immediately after the date the General Release is executed and no longer subject to revocation (the “Release Effective Date”). The first such cash payment shall include payment of all amounts that otherwise would have been due prior to the Release Effective Date under the terms of this Agreement applied as though such payments commenced immediately upon Executive’s termination of employment, and any payments made after the Release Effective Date shall continue as provided herein. The delayed payments shall in any event expire at the time such payments would have expired had such payments commenced immediately following Executive’s termination of employment.

(B) To the extent any such cash payment to be provided within sixty (60) days of the date of termination is “deferred compensation” for purposes of Code Section 409A, then such payment shall be made or commence upon the sixtieth (60th) day following Executive’s termination of employment. The first such cash payment shall include payment of all amounts that otherwise would have been due prior thereto under the terms of this Agreement had such payments commenced immediately upon Executive’s termination of employment, and any payments made after the sixtieth (60th) day following Executive’s termination of employment shall continue as provided herein. The delayed payments shall in any event expire at the time such payments would have expired had such payments commenced immediately following Executive’s termination of employment.

Notwithstanding any other payment schedule provided herein to the contrary, if Executive is deemed on the date of termination to be a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B), then any payment that is considered deferred compensation under Code Section 409A payable on account of a “separation from service” shall be made on the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such “separation from service” of Executive and (ii) the date of Executive’s death (the “Delay Period”) to the extent required under Code Section 409A. Upon the expiration of the Delay Period, all payments delayed pursuant to the immediately preceding sentence (whether they otherwise would have been payable in a single sum or in installments in the absence of such delay) shall be paid to Executive in a lump sum, and all remaining payments due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) For the avoidance of doubt and notwithstanding any implication herein to the contrary, no amounts shall be payable to Executive, and Executive shall have no obligations under this Agreement, including pursuant to Section 4(b), if this Agreement is terminated by Executive prior to (including by failing to commence employment on) the Effective Date.

(d) Other Termination. If the Employment Period is terminated (i) by the Company for Cause, (ii) by Executive for any or no reason, (iii) due to the Company’s or Executive’s election not to renew the Employment Period, or (iv) due to Executive’s death or Disability, then Executive shall be entitled to receive only Executive’s earned and unpaid Base Salary through the Termination Date (payable in accordance with Section 3(a)).

(e) No Other Benefits. Except as otherwise expressly provided herein, Executive shall not be entitled to any other salary, bonuses, employee benefits or compensation from Holdings, the Company or any of their respective Subsidiaries from and after the Termination Date, and all of Executive’s rights to salary, bonuses, employee benefits and other compensation hereunder which would have accrued or become payable from and after the Termination Date (other than vested retirement

benefits accrued on or prior to the Termination Date, accrued life and disability insurance benefits or other amounts owing hereunder as of the Termination Date that have not yet been paid, and/or any accrued, but unused, paid time off in accordance with Company policy and applicable law) shall cease upon the Termination Date, other than those expressly required under applicable law (such as COBRA).

(f) No Mitigation. Executive is under no obligation to mitigate damages or the amount of any payment provided for under this Section 4 by seeking other employment or otherwise; provided, that, notwithstanding anything to the contrary herein, Executive's coverage under the Company's health and dental benefit plans through COBRA will terminate when Executive becomes eligible under any employee benefit plan made available by another employer covering health and dental benefits. Executive shall notify the Company promptly, and in any event within thirty (30) days, after becoming eligible for any such benefits.

(g) Right of Offset. The Company may offset any bona fide obligations that Executive owes Holdings, the Company or any of their respective Subsidiaries or Affiliates (which for the avoidance of doubt shall not include any unliquidated obligations or obligations to the extent Executive reasonably disputes the nature or amount thereof) against any amounts the Company or any of its Subsidiaries owe Executive hereunder; provided, that, notwithstanding the foregoing or any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes "deferred compensation" for purposes of Code Section 409A be subject to offset, counterclaim or recoupment by any other amount unless otherwise permitted by Code Section 409A.

(h) Section 409A Compliance. The intent of the parties is that payments and benefits under this Agreement comply with Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively, "Code Section 409A"), and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith or exempt therefrom. In no event whatsoever shall the Company or any of its respective Affiliates be liable for any additional tax, interest or penalty that may be imposed on Executive under Code Section 409A or for any damages resulting from failing to comply with Code Section 409A.

(i) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment, unless such termination is also a "separation from service" within the meaning of Code Section 409A, and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment," "termination of the Employment Period" or like terms shall mean "separation from service."

(ii) All expenses or other reimbursements under this Agreement shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by Executive (provided, that, if any such reimbursements constitute taxable income to Executive, such reimbursements shall be paid no later than March 15th of the calendar year following the calendar year in which the expenses to be reimbursed were incurred), and no such reimbursement or expenses eligible for reimbursement in any taxable year shall in any way affect the expenses eligible for reimbursement in any other taxable year.

(iii) For purposes of Code Section 409A, Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

(iv) Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., “payment shall be made within thirty (30) days following the date of termination”), the actual date of payment within the specified period shall be within the sole discretion of the Company.

5. Confidential Information.

(a) Protection of Confidential Information. Executive acknowledges that the continued success of Holdings, the Company and their respective Subsidiaries depends upon the use and protection of confidential and proprietary information. All of such confidential and proprietary information now existing or to be developed in the future will be referred to in this Agreement as “Confidential Information.” Confidential Information will be interpreted as broadly as possible to include all information of any sort (whether merely remembered or embodied in a tangible or intangible form, and whether or not specifically labeled or identified as “confidential”) that is (i) related to Holdings’, the Company’s or their respective Subsidiaries’ (including any of their predecessors prior to being acquired by any of the foregoing) current or potential business and (ii) not generally or publicly known. Confidential Information includes, without limitation, the information, observations and data obtained by Executive during the course of Executive’s employment concerning the business and affairs of Holdings, the Company and their respective Subsidiaries, information concerning (A) acquisition opportunities in, or reasonably related, to Holdings’, the Company’s or their respective Subsidiaries’ business or industry of which Executive becomes aware prior to or during the course of Executive’s employment or service with Holdings, the Company and their respective Subsidiaries; (B) identities and requirements of, contractual arrangements with and other information regarding Holdings’, the Company’s or any of their respective Subsidiaries’ employees (including personnel files and other information), suppliers, distributors, customers, independent contractors, third-party payors, providers or other business relations and their confidential information, including, without limitation, billing information, credit card information, bank account information and other information concerning customers; (C) internal business information, including development, transition and transformation plans, methodologies and methods of doing business, strategic, staffing, training, marketing, promotional, sales and expansion plans and practices, including plans regarding planned and potential sales, historical and projected financial information, budgets and business plans, risk management practices, negotiation strategies and practices, opinion leader lists and databases, customer service approaches, integration processes, new and existing programs and services, cost, rate and pricing structures and terms and requirements and costs of providing service, support and equipment; (D) trade secrets, technology, know-how, compilations of data and analyses, techniques, systems, formulae, research, records, reports, manuals, flow charts, documentation, models, data and data bases, computer software, including operating systems, applications and program listings; (E) devices, discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, photographs, reports and all similar or related information (whether or not patentable and whether or not reduced to practice); (F) copyrightable works; (G) intellectual property of every kind and description and (H) all similar and related information in whatever form. Executive further acknowledges that the Confidential Information obtained or learned by Executive during the course of Executive’s employment or service (including, for all purposes herein, prior to the Effective Date) with Holdings, the Company or any of their respective Subsidiaries concerning their business or affairs is their property. Therefore, Executive agrees that Executive shall not disclose to any unauthorized Person or use for Executive’s own account or on behalf of any unauthorized Person any of such Confidential Information, whether or not developed by Executive, without the Board’s prior written consent, unless and to the extent that such Confidential Information (i) becomes generally known to and available for use by the public, other than as a result of Executive’s acts or omissions to act, or (ii) is required to be

disclosed pursuant to any applicable law or court order. Executive shall take reasonable and appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Executive agrees to deliver to the Company at the end of the Employment Period, or at any other time the Company may request in writing, all copies and embodiments, in whatever form, of memoranda, notes, plans, records, reports, studies and other documents and data, relating to the business or affairs of Holdings, the Company or their respective Subsidiaries (including, without limitation, all Confidential Information and Work Product (as defined below)) that Executive may then possess or have under Executive's control.

(b) Use of Confidential Information. During the course of Executive's employment with Holdings, the Company and their respective Subsidiaries, Executive shall not use or disclose any confidential information or trade secrets, if any, of any former employers or any other Person to whom Executive has an obligation of confidentiality, and shall not bring onto the premises of Holdings, the Company or their respective Subsidiaries or Affiliates any unpublished documents or any property belonging to any former employer or any other Person to whom Executive has an obligation of confidentiality, unless consented to in writing by the former employer or Person. Executive shall use in the performance of Executive's duties only information that is (i) generally known and used by persons with training and experience comparable to Executive's and that is common knowledge in the industry; (ii) otherwise legally in the public domain; or (iii) otherwise provided or developed by Holdings, the Company or their respective Subsidiaries or, in the case of materials, property or information belonging to any former employer or other Person to whom Executive has an obligation of confidentiality, approved for such use in writing by such former employer or person. If at any time during Executive's employment, Executive believes Executive is being asked to engage in work that will, or will be likely to, jeopardize any confidentiality or other obligations Executive may have to former employers, then Executive shall immediately advise the Board so that Executive's duties may be modified appropriately.

(c) Past Employment. Executive represents and warrants that Executive took nothing that belonged to any former employer when Executive left Executive's prior position and that Executive has nothing that contains any information that belongs to any former employer. If at any time Executive discovers this is incorrect, Executive shall promptly return any such materials to Executive's former employer. The Company does not want any such materials, and Executive shall not be permitted to use or refer to any such materials in the performance of Executive's duties hereunder.

(d) Third-Party Information. Executive understands that Holdings, the Company and their respective Subsidiaries and Affiliates will receive from third parties confidential or proprietary information ("Third-Party Information") subject to a duty on Holdings', the Company's and their respective Subsidiaries' and Affiliates' part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the Employment Period and thereafter, and without in any way limiting the provisions of Section 5(a) above, Executive will hold Third-Party Information in the strictest confidence and will not disclose to anyone (other than personnel of Holdings, the Company or their respective Subsidiaries and Affiliates who need to know such information in connection with their work for Holdings, the Company or their respective Subsidiaries and Affiliates) or use, except in connection with Executive's work for Holdings, the Company or their respective Subsidiaries and Affiliates, Third Party Information unless expressly authorized by the Board in writing.

(e) Whistleblower Protections. Nothing in this Agreement shall prohibit or restrict Holdings, the Company or their respective Subsidiaries and Affiliates, Executive or their respective attorneys from: (i) making any disclosure of relevant and necessary information or documents in any action, investigation or proceeding relating to this Agreement, or as required by law or legal process,

including with respect to possible violations of law; (ii) participating, cooperating or testifying in any action, investigation or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization and/or pursuant to the Sarbanes-Oxley Act; or (iii) accepting any U.S. Securities and Exchange Commission awards. In addition, nothing in this Agreement prohibits or restricts Holdings, the Company or their respective Subsidiaries and Affiliates or Executive from initiating communications with, or responding to any inquiry from, any regulatory or supervisory authority regarding any good faith concerns about possible violations of law or regulation. Nothing in this Agreement prevents Executive from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Executive has reason to believe is unlawful.

(f) Defend Trade Secret Act. Pursuant to 18 U.S.C. § 1833(b), Executive will not be held criminally or civilly liable under any federal or State trade secret law for the disclosure of a trade secret of Holdings, the Company or their respective Subsidiaries and Affiliates that (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to Executive's attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If Executive files a lawsuit for retaliation by Holdings, the Company or their respective Subsidiaries and Affiliates for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney and use the trade secret information in the court proceeding, if Executive files any document containing the trade secret under seal and does not disclose the trade secret except under court order. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

6. Ownership of Intellectual Property, Inventions and Patents. Executive acknowledges that all intellectual property, including, without limitation, all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, processes, programs, designs, analyses, drawings, reports, patent applications, copyrightable work and mask work (whether or not including any confidential information) and all registrations or applications related thereto, all other proprietary information and all similar or related information (whether or not patentable) which relate to Holdings', the Company's or any of their respective Subsidiaries' actual or anticipated business, research and development or existing or future products or services and which are conceived, developed, contributed to, made or reduced to practice by Executive (whether alone or jointly with others) while employed or engaged by the Company, whether before or after the date of this Agreement, including any of the foregoing that constitutes any proprietary information or records ("Work Product"), belong to Holdings, the Company or such respective Subsidiary. Any copyrightable work prepared in whole or in part by Executive in the course of Executive's work for any of the foregoing entities shall be deemed a "work made for hire" to the maximum extent permitted under copyright laws, and Holdings, the Company or such respective Subsidiary shall own all rights therein. To the extent any such copyrightable work or the intellectual property rights in the Work Product is not a "work made for hire," Executive hereby assigns (*nunc pro tunc*, effective as of the first date of Executive's employment or engagement by Holdings, the Company or any of their respective Subsidiaries) and agrees to assign to Holdings, the Company or such respective Subsidiary all right, title and interest, including, without limitation, copyright and all other intellectual property rights, in and to such copyrightable work and other Work Product. Executive shall promptly disclose such Work Product to the Board and, at the Company's expense, perform all actions reasonably requested by the Board (whether during or after the Employment Period) to establish and confirm such ownership by Holdings, the Company or such respective Subsidiary (including, without limitation, assignments, consents, powers of attorney and other instruments). Pursuant to Section 2870(a) of the California Civil Code, any provision in this Agreement which provides that Executive

shall assign, or offer to assign, any of his rights in an invention to the Company or its Affiliates shall not apply to an invention that Executive developed entirely on his own time without using the Company or its Affiliates' equipment, supplies, facilities, or trade secret information, except for those inventions that either: (1) relate at the time of conception or use to the Company or its Affiliates' business, or actual or demonstrably anticipated research or development of the Company or its Affiliates; or (2) result from any work Executive performs for the Company or its Affiliates. All intellectual property that falls within the scope of Section 2870(a) of the California Civil Code shall be excluded from the assignment in this Section 6.

7. Restrictive Covenants.

(a) Restricted Activities. In further consideration of the employment opportunity provided and compensation to be paid to Executive hereunder, Executive acknowledges that, during the course of Executive's employment with Holdings, the Company and their respective Subsidiaries, Executive shall become familiar with Holdings', the Company's and their respective Subsidiaries' and Affiliates' trade secrets and with other Confidential Information concerning Holdings, the Company and their respective Subsidiaries and Affiliates, and that Executive's services shall be of special, unique and extraordinary value to Holdings, the Company and their respective Subsidiaries and Affiliates. Therefore, in further consideration of the employment opportunity provided and compensation to be paid to Executive hereunder and without limiting any other obligations of Executive pursuant to this Agreement, in order to protect the legitimate business interests and goodwill of Holdings, the Company and their respective Subsidiaries and Affiliates, Executive agrees that, during the Employment Period, Executive shall not, directly or indirectly, acquire or hold, beneficially or otherwise, any economic, financial or other interest (whether an equity interest or otherwise) in, act as an equity holder or employee, director, manager, independent contractor or representative of, manage, control, operate, consult with, render services in any capacity for, or otherwise participate in any Person (including any division, group or franchise of a larger organization), other than Holdings, the Company and their respective Subsidiaries, which engages in, or engages in the management or operation of any Person that engages in, any business that competes with or otherwise engages in any aspect of the Business in any geographic area in which Holdings, the Company and their respective Subsidiaries conduct their Business, including North America, Australia, Europe, Asia, South America and Africa. For purposes of this Agreement, the term "participate in" shall include having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any Person (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise). Notwithstanding the restrictions specified in this Section 7(a), nothing herein shall be construed to prohibit Executive from (i) owning, solely as a passive investment, the securities of an entity which are publicly traded on a national or regional stock exchange or on the over-the-counter market or investing through a private equity fund in securities of an entity that is not publicly traded, provided, that, Executive does not, directly or indirectly, own 2% or more of any class of securities of such entity; or (ii) owning, solely as a passive investment, the securities of an entity which are not publicly traded, provided, that, such entity (including each of its Subsidiaries) is not engaged in the Business. For purposes herein, "Business" means the business of online fast fashion apparel (including designing, manufacturing, marketing and selling such apparel), as the same may be altered, amended, supplemented or otherwise changed from time to time, and any other business in which Holdings, the Company or any of their respective Subsidiaries is engaged during the course of Executive's employment with Holdings, the Company and their respective Subsidiaries.

(b) Non-Solicitation. Executive shall not, directly or indirectly through another Person (other than on behalf of Holdings, the Company and their respective Subsidiaries), either individually or acting in concert with another Person or Persons, (i) induce or attempt to induce any employee or independent contractor of Holdings, the Company or any of their respective Subsidiaries to leave the employ or services of Holdings, the Company or such respective Subsidiary, or in any way interfere with the relationship between Holdings, the Company or any such respective Subsidiary and any employee or independent contractor thereof during the course of Executive's employment with Holdings, the Company and their respective Subsidiaries or the one (1)-year period following the termination of Executive's employment with Holdings, the Company and their respective Subsidiaries, or (ii) induce or attempt to induce any customer, supplier, licensee, licensor or other business relation of Holdings, the Company or any respective Subsidiary to cease doing business with Holdings, the Company or such respective Subsidiary, or in any way interfere with the relationship between any such customer, supplier, licensor or other business relation and Holdings, the Company or any respective Subsidiary (including, without limitation, making any negative or disparaging statements about or communications regarding Holdings, the Company or any of their respective Subsidiaries) during the course of Executive's employment with Holdings, the Company and their respective Subsidiaries.

(c) Non-Disparagement. Without limiting any other obligation of Executive pursuant to this Agreement, Executive hereby covenants and agrees that, except as may be required by applicable law, Executive shall not make any statement, written or verbal, in any forum or media, or take any other action in disparagement of Holdings, the Company or any of their respective Subsidiaries or Affiliates, during the course of Executive's employment with Holdings, the Company and their respective Subsidiaries. The Company agrees to instruct Board members and its senior executives not to, while serving as a Board member or employed by the Company, as the case may be, make negative comments about Executive or otherwise disparage Executive in any manner that is likely to be harmful to Executive's business reputation. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings), and the foregoing limitation on Board members and the Company's senior executives shall not be violated by statements that they in good faith believe are necessary or appropriate to make in connection with performing their duties and obligations to the Company.

(d) Blue-Pencil. If, at the time of enforcement of Sections 5 or 6 or this Section 7, a court shall hold that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum duration, scope and area permitted by law. Executive hereby acknowledges that the restrictions in Sections 5 and 6 and this Section 7 are reasonable and represents that Executive has either consulted with independent legal counsel regarding Executive's rights and obligations under this Agreement or knowingly and voluntarily waived the opportunity to do so and that Executive fully understands the terms and conditions contained herein.

(e) Additional Acknowledgments. Executive acknowledges that the provisions of Sections 5 and 6 and this Section 7 are in consideration of Executive's employment with the Company, the future issuance of incentive equity to Executive by Holdings and other good and valuable consideration as set forth in this Agreement. In addition, Executive agrees and acknowledges that the restrictions contained in Sections 5 and 6 and this Section 7 do not preclude Executive from earning a livelihood, nor do they unreasonably impose limitations on Executive's ability to earn a living. In

addition, Executive acknowledges (i) that the business of Holdings, the Company and their respective Subsidiaries will be conducted throughout North America, Australia, Europe, Asia, South America and Africa and beyond; (ii) notwithstanding the state of organization or principal office of Holdings, the Company or any of their respective Subsidiaries or facilities, or any of their respective executives or employees (including Executive), it is expected that Holdings, the Company and their respective Subsidiaries will have business activities and have valuable business relationships within its industry throughout North America, Australia, Europe, Asia, South America and Africa and beyond; and (iii) as part of Executive's responsibilities, Executive will be traveling throughout North America, Australia, Europe, Asia, South America and Africa and other jurisdictions where Holdings, the Company and their respective Subsidiaries conduct business during the course of Executive's employment with Holdings, the Company and their respective Subsidiaries in furtherance of their business relationships. Executive agrees and acknowledges that the restrictions contained in Sections 5 and 6 and this Section 7 are necessary to protect the legitimate business interests of Holdings, the Company and their respective Subsidiaries and that the potential harm to Holdings, the Company and their respective Subsidiaries of the non-enforcement of any provision of Sections 5 and 6 and this Section 7 outweighs any potential harm to Executive of its enforcement by injunction or otherwise. Executive acknowledges that Executive has carefully read this Agreement and either consulted with legal counsel of Executive's choosing regarding its contents or knowingly and voluntarily waived the opportunity to do so, has given careful consideration to the restraints imposed upon Executive by this Agreement and is in full accord as to their necessity for the reasonable and proper protection of confidential and proprietary information of Holdings, the Company and their respective Subsidiaries and Affiliates now existing or to be developed in the future. Executive expressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, duration and geographical area.

(f) Specific Performance. In the event of the breach or a threatened breach by Executive of any of the provisions of Sections 5 or 6 or this Section 7, Holdings, the Company and their respective Subsidiaries and Affiliates would suffer material and irreparable harm and money damages would not be a sufficient or adequate remedy for any such breach and, in addition and supplementary to other rights and remedies existing in its favor whether hereunder (including Section 7) or under any other agreement, at law or in equity, the Company shall be entitled to specific performance and/or injunctive or other equitable relief from a court of law or equity of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without posting a bond, deposit or other security). In addition, in the event of an alleged breach or violation by Executive thereof, any post-termination restriction pursuant to Section 7(b)(i) shall be tolled until such breach or violation has been duly cured.

8. Executive's Representations. Executive hereby represents and warrants to the Company that (a) the execution, delivery and performance of this Agreement by Executive do not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Executive is a party or by which Executive is bound; (b) except as previously disclosed to the Company in writing (a copy of such agreement having been provided to the Company and with respect to which all noncompete restrictions shall expire prior to the commencement of the Employment Period), Executive is not a party to or bound by any employment agreement, noncompete agreement or confidentiality agreement with any other person or entity; and (c) upon the execution and delivery of this Agreement by the Company, this Agreement shall be the valid and binding obligation of Executive, enforceable in accordance with its terms. Executive hereby acknowledges and represents that Executive has either consulted with independent legal counsel regarding Executive's rights and obligations under this Agreement or knowingly and voluntarily waived the opportunity to do so and that Executive fully understands the terms and conditions contained herein.

9. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

“Affiliate” of any particular Person shall mean any other Person controlling, controlled by or under common control or common investment management with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, contract or otherwise, and such “control” shall be conclusively presumed if any Person owns 10% or more of the voting capital stock or other equity securities, directly or indirectly, of any other Person.

“Affiliate Transaction” shall mean any agreement, transaction (including hiring), commitment or arrangement between Holdings or any of its Subsidiaries, on the one hand, and any of Holdings’ or any of its Subsidiary’s then existing officers, managers, directors, employees, equity holders or Affiliates or with any individual related by blood, marriage or adoption to any such individual or with any entity in which any such Person or individual owns a beneficial interest, on the other hand.

“Cause” shall mean with respect to Executive one or more of the following: (a) the indictment for, conviction of, or plea of guilty or nolo contendere to (i) a felony (other than a driving offense related solely to driving in excess of the speed limit), (ii) any other crime involving moral turpitude, or (iii) any crime involving misappropriation, embezzlement or fraud with respect to Holdings, the Company or any of their respective Subsidiaries or any of their customers or suppliers; (b) misconduct that would reasonably be expected to cause Holdings, the Company or any of their respective Subsidiaries substantial public disgrace or disrepute or economic harm; (c) repeated refusal to perform duties consistent with this Agreement as lawfully directed by the Board, including, without limitation, (i) Executive’s persistent neglect of duty or chronic unapproved absenteeism (other than due to Executive’s Disability) or (ii) Executive’s refusal to comply with any lawful directive or policy of the Board which, in each case, is incurable or not cured to the Board’s reasonable satisfaction within ten (10) days after written notice thereof to Executive; (d) any act or knowing omission aiding or abetting a competitor, supplier or customer of Holdings, the Company or any of their respective Subsidiaries to the disadvantage or detriment of Holdings, the Company or any of their respective Subsidiaries; (e) breach of fiduciary duty, gross negligence or willful misconduct with respect to Holdings, the Company or any of their respective Subsidiaries; (f) use of alcohol, drugs or other similar substances that materially impairs Executive’s ability to perform Executive’s duties under this Agreement; or (g) any other material breach by Executive of this Agreement or any other agreement between Executive and Holdings, the Company or any of their respective Subsidiaries which is incurable or not cured to the Board’s reasonable satisfaction within ten (10) days after written notice thereof to Executive.

“Disability” shall mean that, as a result of Executive’s incapacity due to physical or mental illness, Executive is considered disabled under the Company’s long-term disability insurance plans or, in the absence of such plans, Executive is unable to perform the essential duties, responsibilities and functions of Executive’s position with the Company and their Subsidiaries and Affiliates for a period of not less than one hundred eighty (180) days in any three hundred sixty five (365)-day period (whether or not consecutive) as a result of any mental or physical disability or incapacity even with reasonable accommodations of such disability or incapacity provided by the Company and their Subsidiaries and Affiliates or if providing such accommodations would be unreasonable, all as determined by the Board in its good faith judgment. Executive shall cooperate in all respects with the Company if a question arises as to whether Executive has become Disabled (including, without limitation, submitting to an examination by a medical doctor or other health care specialists

selected by the Company, with input from Executive, and authorizing such medical doctor or such other health care specialist to discuss Executive's condition with the Company).

“Incentive Equity Agreement” shall mean that certain Incentive Equity Agreement, dated on or about the Effective Date, by and among Executive, the Company and Holdings, in the form attached hereto as Exhibit B.

“Person” shall mean an individual, a partnership, a corporation (whether or not for profit), a limited liability company, an association, a joint stock company, a trust, a joint venture or other business entity, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

“Subsidiary,” when used with respect to any Person, shall mean any corporation or other entity of which the securities or other ownership interests having the voting power to elect a majority of the board of directors or other governing body are, at the time of determination, owned by such Person or of which such Person serves as the managing member or in a similar capacity or of which such Person holds a majority of the partnership or limited liability company or similar interests or is otherwise entitled to receive a majority of distributions made by it, in each case, directly or through one or more Subsidiaries, and any other Person in which such Person directly or indirectly invests.

10. Survival. Sections 4 through 24 (other than Section 22) shall survive and continue in full force in accordance with their terms notwithstanding the expiration or termination of the Employment Period.

11. Notices. Any notice provided for in this Agreement shall be in writing and shall be personally delivered, sent by facsimile (with hard copy to follow), sent by reputable overnight courier service, or mailed by first class mail, return receipt requested, to the recipient at the address below indicated:

Notices to Executive

Kevin Grant

At the address shown in the books and records of the Company.

Notices to the Company:

a.k.a. Brands, Inc.

100 Montgomery St., Suite 2270

San Francisco, CA 94104

Attention:

KC White

Email:

[*****]

With copies to:

Morrison & Foerster, LLP
2100 L Street NW, Suite 900
Washington, DC 20037

Attention: Justin Salon
Michael Schulman
Email: [****]
[****]

such other address or to the attention of such other Person as the recipient party shall have specified by prior written notice to the sending party. Any notice under this Agreement shall be deemed to have been given when so delivered or sent by facsimile (subject to automatic proof of transmission), one day after being sent by overnight courier or three (3) days after being mailed by first class mail, return receipt requested, as applicable.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such provision shall be ineffective only in the jurisdiction where so held and only to the extent of such prohibition or illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13. Complete Agreement. This Agreement and those documents expressly referred to herein embody the complete agreement and understanding among the parties with respect to, and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to, the subject matter hereof in any way, including, without limitation, the Prior Agreements, by and between Executive and the Company or any of its Subsidiaries.

14. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

15. Counterparts. This Agreement may be executed in separate counterparts (including by means of facsimile or by electronic transmission in portable document format (pdf) or comparable electronic transmission), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

16. Successors and Assigns. This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder; provided, that, (a) this Agreement will inure to the benefit of and be enforceable by Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees (but otherwise will not otherwise be assignable, transferable or delegable by Executive), and (b) this Agreement will be assignable, transferable or delegable by the Company without the consent of Executive to Holdings, the Company or any of their respective Subsidiaries or to any successor

(whether direct or indirect, in whatever form of transaction) to all or substantially all of their business or assets (none of which shall constitute a termination of Executive's employment hereunder).

17. Choice of Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

18. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company (as approved by the Board) and Executive which consent shall specifically state the intent of both parties hereto to supplement the terms herein, and no course of conduct or course of dealing or failure or delay by any party hereto in enforcing or exercising any of the provisions of this Agreement (including, without limitation, the Company's right to terminate the Employment Period for Cause) shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.

19. Insurance. The Company and/or Holdings may, at its discretion, apply for and procure in its own name and for its own benefit life and/or disability insurance on Executive in any amount or amounts considered advisable. Executive agrees to reasonably cooperate in any medical or other examination, supply any information and execute and deliver any applications or other instruments in writing as may be reasonably necessary to obtain and constitute such insurance. Executive hereby represents that Executive has no reason to believe that Executive's life is not insurable at rates now prevailing for a healthy person of Executive's age.

20. Indemnification and Reimbursement of Payments on Behalf of Executive. Holdings and its Subsidiaries shall be entitled to deduct or withhold from any amounts owing from Holdings or any of its Subsidiaries to Executive any federal, state, local or foreign withholding taxes, excise tax or employment taxes ("Taxes") imposed with respect to Executive's compensation or other payments from Holdings, the Company or any of their respective Subsidiaries or Executive's ownership interest in Holdings, the Company or any of their respective Subsidiaries (including, without limitation, wages, bonuses, dividends, the receipt or exercise of equity options and/or the receipt or vesting of restricted equity), as may be required to be deducted or withheld by any applicable law or regulation. In the event Holdings or any of its Subsidiaries does not make such deductions or withholdings, Executive shall indemnify Holdings and its Subsidiaries for any amounts paid with respect to any such Taxes, together (if such failure to withhold was at the written direction of Executive) with any interest, penalties and related expenses thereto.

21. Corporate Opportunity. During the Employment Period, Executive shall submit to the Board all business, commercial and investment opportunities or offers presented to Executive or of which Executive becomes aware which relate to the business of Holdings, the Company or their respective Subsidiaries, at any time during the Employment Period ("Corporate Opportunities"). During the Employment Period, unless approved by the Board, Executive shall not accept or pursue, directly or indirectly, any Corporate Opportunities on Executive's own behalf.

22. Executive's Cooperation. During the Employment Period and thereafter during Executive's lifetime, Executive shall cooperate with Holdings, the Company and their respective Subsidiaries and Affiliates in any internal investigation or administrative, regulatory or judicial

investigation or proceeding or any dispute with any third party as reasonably requested by Holdings, the Company and their respective Subsidiaries and Affiliates (including, without limitation, Executive being available to Holdings, the Company and their respective Subsidiaries and Affiliates upon reasonable notice for interviews and factual investigations, appearing at Holdings', the Company's or any of their respective Subsidiaries' or Affiliates' request to give testimony without requiring service of a subpoena or other legal process, volunteering to Holdings, the Company and their respective Subsidiaries and Affiliates all pertinent information and turning over to Holdings, the Company and their respective Subsidiaries and Affiliates all relevant documents which are or may come into Executive's possession, all at times and on schedules that are reasonably consistent with Executive's other permitted activities and commitments). In the event Holdings, the Company or any of their respective Subsidiaries or Affiliates requires Executive's cooperation in accordance with this Section 22, the Company shall pay Executive a reasonable per diem as determined by the Board and reimburse Executive for reasonable expenses incurred in connection therewith (including lodging and meals, upon submission of receipts).

23. Indemnification. During the term of Executive's employment and thereafter, the Company agrees that it shall indemnify Executive and provide Executive with Directors & Officers liability insurance coverage to the same extent that it indemnifies and/or provides such insurance coverage to the Board and other most senior executive officers.

24. Delivery by Facsimile or PDF. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in pdf, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic transmission in pdf to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic transmission in pdf as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date first written above.

A.K.A. BRANDS, INC.

By: Kenneth White /s/
Name: White Kenneth
Its: Legal Officer & Head of People Chief

/s/ Kevin Grant
Kevin Grant

Exhibit A

GENERAL RELEASE

I, Kevin Grant, in consideration of and subject to the performance by a.k.a. Brands, Inc., a Delaware corporation (the "Company"), of its obligations under Sections 4(b)(ii)-(iv) of the Employment Agreement, dated as of [], 2025 (the "Agreement"), do hereby release and forever discharge as of the date hereof Excelerate, L.P. ("Holdings"), the Company and their Subsidiaries and Affiliates (each as defined therein) and all present and former managers, directors, officers, agents, representatives, employees, successors and assigns of Holdings, the Company and their Subsidiaries and Affiliates and their direct and indirect owners (collectively, the "Released Parties") to the extent provided below.

1. I understand that any payments or benefits paid or granted to me under Section 4(b)(ii) of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive the payments and benefits specified in Sections 4(b)(ii)-(iv) of the Agreement unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter or breach this General Release. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its affiliates. I also acknowledge, agree, and represent that I have received all payments and benefits that I am entitled to receive (as of the date hereof) by virtue of any employment by the Company.

2. Except as provided in paragraph 4 below and except for the provisions of the Agreement that expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself, my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date I executed this General Release) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties that I, my spouse, or any of my heirs, executors, administrators or assigns, may have, from the beginning of time through the date which I execute this General Release, including those which arise out of or are connected with my employment with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; any applicable Executive Orders; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims").

I have read Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

I understand that Section 1542 gives me the right not to release existing claims of which I am not aware, unless I voluntarily choose to waive this right. Having been so apprised, I hereby voluntarily elect to and do waive the rights described in Section 1542 and elect to assume all risks for claims that existed in my favor, known or unknown.

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that (i) I may have under the Age Discrimination in Employment Act of 1967 that arise after the date I execute this General Release, (ii) are for coverage under any D&O or other similar insurance policy or (iii) are for indemnification under any agreement or arrangement with the Company. I acknowledge and agree that my separation from employment with the Company is in compliance with the terms of the Agreement and company policy and shall not serve as the basis for any Claim (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

5. I agree that I am waiving all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever, including, without limitation, reinstatement, back pay, front pay, attorneys' fees and any form of injunctive relief. Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under applicable law, including the right to file an administrative charge or participate in an administrative investigation or proceeding with the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission, or other governmental agency prohibiting such waiver; provided, however, that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding excepting any benefit or remedy to which I am or become entitled to pursuant to Section 922 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

6. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, or in the event I should seek to recover against the Company in any Claim brought by a

governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent permitted by applicable law.

7. I represent that I am not aware of any pending charge or complaint of the type described in paragraph 2 above as of the execution of this General Release. I represent that I am not aware of any claim by me other than the claims that are released by this General Release. I acknowledge that I may hereafter discover claims or facts in addition to or different than those which I now know or believe to exist with respect to the subject matter of the release set forth in paragraph 2 above and which, if known or suspected at the time of entering into this General Release, may have materially affected this General Release and my decision to enter into it. Nevertheless, I hereby waive any right, claim or cause of action that might arise as a result of such different or additional claims or facts.

8. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

9. I agree that I will forfeit all amounts payable by the Company pursuant to Sections 4(b)(ii)-(iv) of the Agreement if I challenge the validity of this General Release. I also agree that if I violate this General Release by suing the Company or the other Released Parties, I will pay all costs and expenses of defending against the suit incurred by the Released Parties, including attorneys' fees, and upon the Company's request return all payments theretofore received by me pursuant to Section 4(b)(ii), Section 4(b)(iii) and/or Section 4(b)(iv) of the Agreement.

10. I agree that this General Release and the Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Agreement, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law or legal process, and I will instruct each of the foregoing not to disclose the same to anyone.

11. Any non-disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), the National Association of Securities Dealers, Inc. (NASD), any other self-regulatory organization or governmental entity.

12. I agree not to disparage any of the Released Parties or their past and present investors, officers, directors or employees or their affiliates and to keep all confidential and proprietary information about the past or present business affairs of the Released Parties confidential unless a prior written release from the Company is obtained. I further agree that, as of the date hereof, I have returned to the Company any and all property, tangible or intangible, relating to its business, that I possessed or had control over at any time (including, but not limited to, company-provided credit cards, building or office access cards, keys, computer equipment, manuals, files, documents, records, software, customer data base and other data) and that I shall not retain any copies, compilations, extracts, excerpts, summaries or other notes of any such manuals, files, documents, records, software, customer data base or other data.

13. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect (i) any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof, (ii) any vested rights I may have under the employee benefit plans, programs, or policies of the Company and its affiliates; (iii)

any indemnification rights to which I may be entitled under the Company's Articles of Incorporation or Bylaws, by contract, as a matter of law, or otherwise, or under any power that the Company may have to indemnify me or hold me harmless, (iv) my rights following the date hereof with respect to any equity interests I hold in the Company or any of its past or present affiliates or (v) any rights or claims that cannot be waived by law. Nothing in this Agreement prevents me from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that I have reason to believe is unlawful.

14. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction such invalidity, illegality and unenforceability shall not affect any other provision or its validity and enforceability in any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

- (a) I HAVE READ IT CAREFULLY;
- (b) UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING, BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED; TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963; THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED
- (c) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;
- (d) I AM ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;
- (e) I HAVE HAD AT LEAST [TWENTY-ONE (21)][FORTY-FIVE (45)] DAYS FROM THE DATE OF MY RECEIPT OF THIS GENERAL RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON , TO CONSIDER IT AND THE CHANGES MADE SINCE THE , VERSION OF THIS GENERAL RELEASE ARE NOT MATERIAL AND WILL NOT RESTART THE REQUIRED [TWENTY-ONE (21)][FORTY-FIVE (45)]-DAY PERIOD;
- (f) THE CHANGES TO THIS GENERAL RELEASE SINCE EITHER ARE NOT MATERIAL OR WERE MADE AT MY REQUEST;
- (g) I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS GENERAL RELEASE TO REVOKE IT AND THAT THIS GENERAL RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

Exhibit B

Restricted Stock Agreement

(See Attached)

a.k.a. Brands Holding Corp.
RESTRICTED STOCK UNIT NOTICE
(2021 OMNIBUS INCENTIVE PLAN)

a.k.a. Brands Holding Corp. (the “*Company*”), pursuant to its 2021 Omnibus Incentive Plan (the “*Plan*”), hereby grants to Participant an Award of Restricted Stock Units for the number of shares of Stock set forth below (the “*Award*”). The Award is subject to all of the terms and conditions as set forth in this Restricted Stock Unit Notice (this “*Grant Notice*”) and in the RSU Agreement (attached hereto as Attachment I) and the Plan, both of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein but defined in the Plan or the RSU Agreement will have the same meaning as in the Plan or the RSU Agreement. If there is any conflict between the terms in this Grant Notice and the Plan, the terms of the Plan will control.

Name of Participant: _____
Date of Grant: _____
Vesting Commencement Date: _____
[Performance Period:] _____
Number of Shares of Stock Subject to the Award: _____

Vesting Schedule: [Time or performance vesting criteria to be inserted]
Issuance Schedule: Subject to any adjustment as provided in Section 10(a) of the Plan, one share of Stock will be issued for each Restricted Stock Unit that vests, with the time of issuance set forth in Section 6 of the RSU Agreement.

Additional Terms/Acknowledgements: Participant acknowledges receipt of, and understands and agrees to, this Grant Notice, the RSU Agreement and the Plan. Participant acknowledges and agrees that this Grant Notice and the RSU Agreement may not be modified, amended or revised except as provided in the Plan. Participant further acknowledges that, as of the Date of Grant, this Grant Notice, the RSU Agreement and the Plan set forth the entire agreement and understanding between Participant and the Company regarding the acquisition of Stock pursuant to the Award specified above and supersede all prior oral and written agreements, promises and/or representations on that subject, with the exception of (i) Awards previously granted and delivered to the Participant, and (ii) any compensation recovery policy that is adopted by the Company or is otherwise required by applicable law. By accepting this Award, Participant consents to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

a.k.a. Brands Holding Corp.:

Participant

By: _____
Signature
Title: _____
Date: _____

Signature

Date: _____

ATTACHMENTS: RSU Agreement

ATTACHMENT I

**a.k.a. Brands Holding Corp.
2021 OMNIBUS INCENTIVE PLAN**

RSU AGREEMENT

Pursuant to the Restricted Stock Unit Grant Notice (the “*Grant Notice*”) and this RSU Agreement (this “*Agreement*”), a.k.a. Brands Holding Corp. (the “*Company*”) has granted you an Award of Restricted Stock Units under its 2021 Omnibus Incentive Plan (the “*Plan*”), with respect to the number of shares of Stock indicated in the Grant Notice. Capitalized terms not explicitly defined in this Agreement or in the Grant Notice but defined in the Plan will have the same meaning as in the Plan.

If there is any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. The details of your Award of Restricted Stock Units (this or your “*Award*”), in addition to those set forth in the Grant Notice and the Plan, are as follows:

1. GRANT OF THE AWARD. This Award represents the right to be issued on a future date one (1) share of Stock for each Restricted Stock Unit that vests on the applicable vesting date(s) (subject to any adjustment under Section 3 below) as indicated in the Grant Notice. As of the Date of Grant, the Company will credit to a bookkeeping account maintained by or on behalf of the Company for your benefit (the “*Account*”) the number of shares of Stock subject to the Award. This Award was granted in consideration of your services to the Company.

2. VESTING. Subject to the limitations contained herein, your Award will vest as provided in your Grant Notice. Vesting will cease upon your Termination. Upon your Termination, the Restricted Stock Units credited to the Account that were not vested on the date of such Termination will be forfeited at no cost to the Company, and you will have no further right, title or interest in or to such underlying shares of Stock.

3. NUMBER OF SHARES. The number of shares of Stock subject to your Award may be adjusted from time to time for capitalization adjustments, as provided in the Plan. Any additional Restricted Stock Units, shares, cash or other property that becomes subject to the Award pursuant to this Section 3, if any, shall be subject, in a manner determined by the Committee, to the same forfeiture restrictions, restrictions on transferability and time and manner of delivery as applicable to the other Restricted Stock Units covered by your Award. Notwithstanding the provisions of this Section 3, no fractional shares or rights for fractional shares of Stock shall be created pursuant to this Section 3. Any fraction of a share will be rounded down to the nearest whole share.

4. SECURITIES LAW COMPLIANCE. You may not be issued any shares of Stock under your Award unless the shares of Stock underlying the Restricted Stock Units are then registered under the Securities Act or, if not registered, the Company has determined that such issuance of the shares would be exempt from the registration requirements of the Securities Act. The issuance of shares of Stock must also comply with all other applicable laws and regulations governing the Award and the Company’s policies, and you shall not receive such Stock if the Company determines that such receipt would not be in material compliance with such laws, regulations or Company policies, if applicable.

5. TRANSFER RESTRICTIONS. Prior to the time that shares of Stock have been delivered to you, you may not transfer, pledge, sell or otherwise dispose of this Award or the shares issuable in respect of your Award, except that, upon receiving written permission from the Committee or its duly authorized designee, you may, by delivering written notice to the Company, in a form approved by the Company, designate a third party who, on your death, will thereafter be entitled to receive the shares issuable in respect of your Award, and in the absence of such a designation, your executor or administrator of your estate will be entitled to receive any Stock or other consideration that vested but was not issued before your death. For example, you may not use shares that may be issued in respect of your Restricted Stock Units as security for a loan. The restrictions on transfer set forth herein will lapse upon delivery to you of shares in respect of your vested Restricted Stock Units.

6. DATE OF ISSUANCE.

a. The issuance of shares in respect of the Restricted Stock Units is intended to comply with Treasury Regulation Section 1.409A-1(b)(4) and will be construed and administered in such a manner. The Company shall issue to you one (1) share of Stock for each Restricted Stock Unit that vests, if any, as soon as practicable following the applicable vesting date(s) (subject to any adjustment under Section 3 above) and in any event within thirty (30) days following the vesting date.

b. The form of delivery (e.g., a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

7. DIVIDENDS. [You shall receive no benefit or adjustment to your Award with respect to any cash dividend, stock dividend or other distribution that does not result from the adjustment provided in Section 10(a) of the Plan.][Cash dividend equivalents on the number of shares of Stock issuable hereunder shall be credited to a dividend equivalent book entry account on your behalf with respect to each Restricted Stock Unit granted to you to the extent the record date of a cash dividend on a share of Stock occurs between the Date of Grant and the date shares of Stock are issued in respect of vested Restricted Stock Units, provided that such cash dividend equivalents shall (a) not be deemed to be reinvested in shares of Stock and shall be held uninvested and without interest, (b) be subject to forfeiture to the same degree as the Restricted Stock Units to which such dividend equivalents relate and (c) be paid in cash at the same time that the shares of Stock underlying the Restricted Stock Units that vest are delivered to you in accordance with the provisions hereof. Stock dividend equivalents on the number of shares of Stock issuable hereunder shall be credited to a dividend equivalent book entry account on your behalf with respect to each Restricted Stock Unit granted to you to the extent the record date of a stock dividend on a share of Stock occurs between the Date of Grant and the date shares of Stock are issued in respect of vested Restricted Stock Units, provided that such stock dividend equivalents shall be subject to forfeiture to the same degree as the Restricted Stock Units to which such stock dividends relate and shall be paid in shares of Stock at the same time that the shares of Stock underlying the Restricted Stock Units that vest are delivered to you in accordance with the provisions hereof. Except as otherwise provided herein, you shall have no rights as a stockholder with respect to any shares of Stock covered by any Restricted Stock Unit unless and until you have become the holder of record of such shares.]

8. RESTRICTIVE LEGENDS. The shares of Stock issued under your Award shall be endorsed with appropriate legends, if applicable, as determined by the Company.

9. AWARD NOT A SERVICE CONTRACT. This Agreement is not an employment or service contract, and nothing in this Agreement will be deemed to create in any way whatsoever any obligation on your part to continue in the employ or service of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment or service.

10. WITHHOLDING OBLIGATIONS.

a. On or before the time you receive a distribution of the shares of Stock underlying your Award, and at any other time as reasonably requested by the Company in accordance with applicable tax laws, you hereby authorize any required withholding from the shares of Stock issuable to you and/or otherwise agree to make adequate provision in cash for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or any Affiliate that arise in connection with your Award (the "**Withholding Taxes**"). Additionally, the Company or any Affiliate may, in its sole discretion, satisfy all or any portion of the Withholding Taxes obligation relating to your Award by any of the following means or by a combination of such means: (i) withholding from any compensation otherwise payable to you by the Company; (ii) causing you to tender a cash payment; (iii) permitting or requiring you to enter into a "same day sale" commitment, whereby Withholding Taxes may be satisfied with a portion of the shares of Stock to be delivered in connection with your Restricted Stock Units by delivery of an irrevocable direction to a securities broker (on a form prescribed by the Committee) to sell a portion of the shares of Stock and to deliver all or part of the sale proceeds to the Company and/or its Affiliates in payment of the amount necessary to satisfy the Withholding Taxes obligation; (iv) withholding shares of Stock from the shares of Stock issued or otherwise issuable to you in connection with the Award with an aggregate Fair Market Value (measured as of the date shares of Stock are issued to pursuant to Section 6) equal to the amount of such Withholding Taxes; provided, that to the extent necessary to qualify for an exemption from application of Section

16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Committee; or (v) such other arrangements as are satisfactory to the Committee.

b. Unless the tax withholding obligations of the Company and/or any Affiliate are satisfied, the Company shall have no obligation to deliver to you any shares of Stock.

c. In the event the Company's obligation to withhold arises prior to the delivery to you of shares of Stock or it is determined after the delivery of shares of Stock to you that the amount of the Company's withholding obligations was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

11. TAX CONSEQUENCES. You hereby agree that the Company does not have a duty to design or administer the Plan or its other compensation programs in a manner that minimizes your tax liabilities. You will not make any claim against the Company, or any of its officers, directors, employees or Affiliates, related to tax liabilities arising from your Award or your other compensation.

12. NOTICES. Any notices provided for in your Award or the Plan will be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this Award by electronic means or to request your consent to participate in the Plan by electronic means. By accepting this Award, you consent to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

13. UNSECURED OBLIGATION. Your Award is unfunded, and as a holder of a vested Award, you shall be considered a general, unsecured creditor of the Company with respect to the Company's obligation, if any, to issue shares or other property pursuant to this Agreement.

14. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. If there is any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan will control. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE. ANY DISPUTE, CONTROVERSY OR CLAIM BETWEEN YOU AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS RELATING TO ARBITRATION SET FORTH IN THE PLAN.

15. CLAWBACK/RECOUPMENT POLICY. Your Award (and any compensation paid or shares issued under your Award) is subject to recoupment in accordance with The Dodd-Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any other clawback policy adopted by the Company and any compensation recovery policy otherwise required by applicable law.

16. OTHER DOCUMENTS. You hereby acknowledge receipt of and the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Plan prospectus.

17. EFFECT ON OTHER EMPLOYEE BENEFIT PLANS. The value of this Award will not be included as compensation, earnings, salaries or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify or terminate any of the Company's or any Affiliate's employee benefit plans.

18. VOTING RIGHTS. You will not have voting or any other rights as a stockholder of the Company with respect to the shares of Stock to be issued pursuant to this Award until such shares are issued to you. Upon such issuance, you

will obtain full voting and other rights as a stockholder of the Company. Nothing contained in this Award, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

19. SEVERABILITY. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

20. DATA PRIVACY. You explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of personal data as described in Section 20(g) of the Plan (such Section 20(g) of the Plan is incorporated herein by reference and made a part hereof) by and among, as applicable, the Company, its Affiliates, third-party administrator(s) and other possible recipients for the exclusive purpose of implementing, administering and managing the Plan and Awards and your participation in the Plan. You acknowledge, understand and agree that Data may be transferred to third parties, which will assist the Company with the implementation, administration and management of the Plan.

21. MISCELLANEOUS.

a. The rights and obligations of the Company under your Award will be transferable to any one or more persons or entities, and all covenants and agreements hereunder will inure to the benefit of, and be enforceable by, the Company's successors and assigns.

b. You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

c. You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

d. This Agreement will be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

e. All obligations of the Company under the Plan and this Agreement will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or other acquisition of all or substantially all of the business and/or assets of the Company.

* * *

This RSU Agreement will be deemed to be signed by you upon the signing by you of the Restricted Stock Unit Grant Notice to which it is attached.

a.k.a. Brands Holding Corp. Announces Preliminary Fourth Quarter and Fiscal 2024 Results
Net Sales Increased 6.8% Compared to the Fourth Quarter of 2023, with U.S. Net Sales up 21.6%
Raised Adjusted EBITDA¹ Guidance to be Between \$6.0 million and \$6.2 Million in the Fourth Quarter

SAN FRANCISCO – January 13, 2025 – a.k.a. Brands Holding Corp. (NYSE: AKA), a portfolio of next generation fashion brands, today announced preliminary financial results for the fourth quarter and fiscal year ended December 31, 2024.

Preliminary Results for the Fourth Quarter

- Net sales increased 6.8% to approximately \$159.0 million, compared to \$148.9 million in the fourth quarter of 2023.
- In the U.S., net sales increased 21.6% to approximately \$96.1 million, compared to \$79.1 million in the fourth quarter of 2023.
- The company now expects adjusted EBITDA¹ to be between \$6.0 million and \$6.2 million in the fourth quarter, compared to \$1.3 million in the fourth quarter of 2023.

Preliminary Results for the Full Year 2024

- Net sales increased 5.2% to approximately \$574.7 million, compared to \$546.3 million for fiscal year 2023.
- Net sales in the U.S. increased 16.9% to approximately \$368.8 million, compared to \$315.5 million for fiscal year 2023.
- The company now expects adjusted EBITDA¹ to be between \$23.0 to \$23.2 million for the full year 2024, compared to \$13.8 million for fiscal year 2023.

“Our strong fourth quarter preliminary results exceeded our expectations on both the top and bottom lines,” said Ciaran Long, Chief Executive Officer. “Net sales increased 6.8% to \$159 million, with notable strength in our U.S. business where sales grew 21.6% to \$96 million. Further demonstrating the power of our business model, we are raising our adjusted EBITDA expectations to be between \$6.0 and \$6.2 million.”

“I am pleased to report that in addition to the strength across our direct-to-consumer channel, our omnichannel initiatives are gaining momentum. Based on Petal & Pup’s success in 40 Nordstrom stores in the Fall, Petal & Pup is expected to be available at all Nordstrom stores this Spring. Additionally, Princess Polly opened two new stores in California in the fourth quarter and is on track to open its first store in New York City early this year. Our strong fourth-quarter results, combined with continued progress across our strategic initiatives, highlight the significant growth opportunities ahead and our ability to deliver value over the long-term.”

Today the Company also announced that Ciaran Long has been appointed to Chief Executive Officer, effective immediately. For more details please reference the related press release on the investor relations website www.ir.aka-brands.com.

The foregoing results are preliminary and remain subject to the completion of normal quarter end accounting procedures and closing adjustments. It is possible that the final results may differ from the preliminary results.

Use of Non-GAAP Financial Measures and Other Operating Metrics

In addition to results determined in accordance with accounting principles generally accepted in the United States of America (GAAP), management utilizes certain non-GAAP performance measures such as adjusted EBITDA for purposes of evaluating ongoing operations and for internal planning and forecasting purposes. We believe that this non-GAAP operating measure, when reviewed collectively with our GAAP financial information, provide useful supplemental information to investors in assessing our operating performance. The non-GAAP financial measures

¹ The Company has not provided a quantitative reconciliation of its adjusted EBITDA outlook to GAAP net income outlook because it is unable to project certain reconciling items, such as income taxes.

should not be considered in isolation or as a substitute for the GAAP financial measures. The non-GAAP financial measures used by the Company may be different from similarly-titled non-GAAP financial measures used by other companies.

About a.k.a. Brands

a.k.a. Brands is a portfolio of next-generation fashion brands for the next generation of consumers. Each brand in the a.k.a. portfolio targets a distinct Gen Z and millennial audience, creates authentic and inspiring social content and offers quality exclusive merchandise. a.k.a. Brands leverages its next-generation retail platform to help each brand accelerate its growth, scale in new markets and enhance its profitability. Current brands in the a.k.a. Brands portfolio include Princess Polly, Culture Kings, mnml and Petal & Pup.

Forward-Looking Statements & Preliminary Financial Information

Certain statements made in this release are “forward-looking statements” within the meaning of the “safe harbor” provisions of the United States Private Securities Litigation Reform Act of 1995. When used in this press release, the words “estimates,” “projected,” “expects,” “anticipates,” “forecasts,” “plans,” “intends,” “believes,” “seeks,” “may,” “will,” “should,” “future,” “propose,” “preliminary” and variations of these words or similar expressions (or the negative versions of such words or expressions) are intended to identify forward-looking statements, including statements regarding preliminary results for the fourth quarter and year ended December 31, 2024. The preliminary financial information and outlook presented in this release are estimates based on information available to management as of the date of this release, have not been reviewed or audited by the Company’s independent registered accounting firm, and are subject to change. There can be no assurance that the Company’s actual results will not differ from the preliminary financial information presented in this release. The preliminary financial information presented in this release should not be viewed as a substitute for full financial statements prepared in accordance with GAAP.

These forward-looking statements are not guarantees of future performance, conditions or results, and involve a number of known and unknown risks, uncertainties, assumptions and other important factors, many of which are outside the Company’s control, that could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements.

Important factors, among others, that may affect actual results or outcomes include risks and uncertainties, related to the Company’s preliminary financial results for the three months and year ended December 31, 2024, including that final results may differ due to the completion of the financial closing procedures and/or the annual audit process; the effects of economic downturns and unstable market conditions; our ability in the future to continue to comply with the New York Stock Exchange’s (NYSE) listing standards and maintain the listing of our common stock on the NYSE; risks related to doing business in China; our ability to anticipate rapidly-changing consumer preferences in the apparel, footwear and accessories industries; our ability to execute our strategic initiatives, including transitioning Culture Kings to a data-driven, short lead time merchandising cycle; our ability to acquire new customers, retain existing customers or maintain average order value levels; the effectiveness of our marketing and our level of customer traffic; merchandise return rates; our ability to manage our inventory effectively; our success in identifying brands to acquire, integrate and manage on our platform; our ability to expand into new markets; the global nature of our business, including international economic, geopolitical instability (including the ongoing Russia-Ukraine and Israel-Palestine wars), legal, compliance and supply chain risks; interruptions in or increased costs of shipping and distribution, which could affect our ability to deliver our products to the market; our use of social media platforms and influencer sponsorship initiatives, which could adversely affect our reputation or subject us to fines or other penalties; fluctuating operating results; the inherent challenges in measuring certain of our key operating metrics, and the risk that real or perceived inaccuracies in such metrics may harm our reputation and negatively affect our business; the potential for tax liabilities that may increase the costs to our consumers; our ability to attract and retain highly qualified personnel, including key members of our leadership team; fluctuations in wage rates and the price, availability and quality of raw materials and finished goods, which could increase costs; foreign currency fluctuations; and other risks and uncertainties set forth in the sections entitled “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Forward-Looking Statements” in the Company’s Annual Report on Form 10-K for the

year ended December 31, 2023, quarterly reports on Form 10-Q and any other periodic reports that the Company may file with the Securities and Exchange Commission (the SEC). a.k.a. Brands does not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Investor Contact

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Media Contact

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a.k.a. Brands Names Ciaran Long Chief Executive Officer

Kevin Grant to Succeed Mr. Long as Chief Financial Officer

SAN FRANCISCO (January 13, 2025) – a.k.a. Brands Holding Corp. (NYSE: AKA), a portfolio of next generation fashion brands, today announced that Ciaran Long has been appointed Chief Executive Officer, effective immediately. Mr. Long has held the joint role of Interim Chief Executive Officer and Chief Financial Officer since March 2023.

“The Board is thrilled for Ciaran to officially step into the position of Chief Executive Officer,” said Christopher Dean, Chairman of the Board of Directors. “Under Ciaran’s leadership, a.k.a. Brands has achieved significant milestones, including a return to net sales growth, three consecutive quarters of double-digit U.S. sales expansion, and a meaningful increase in adjusted EBITDA year-over-year. Ciaran is a strategic and seasoned leader who has driven organizational change across the business, and we’re confident that his robust understanding of the business and proven track record make him the ideal candidate to lead the company.”

Mr. Long holds 25 years of financial leadership, strategic development and management experience. Prior to joining a.k.a. Brands in 2021, he served as Chief Financial Officer of Samsclub.com, a multi-billion-dollar omnichannel business and Vice President of Finance for Membership, Marketing and Supply Chain at Sam’s Club. Mr. Long has also held leadership positions within Walmart’s eCommerce division and numerous finance leadership positions at CBS, CNET Networks and KPMG.

Additionally, a.k.a. Brands has elevated Kevin Grant, who holds over 20 years of experience in accounting and finance, to the role of Chief Financial Officer. A senior member of the a.k.a. Brands finance team in the role of Global Controller since April 2021, Mr. Grant has been an indispensable asset for the company. Prior to joining a.k.a. Brands, Mr. Grant spent seven years in senior finance leadership roles on Walmart’s eCommerce team and eleven years at Ernst & Young, where he started his career.

In connection with his appointment, Mr. Long said “as Interim Chief Executive Officer and Chief Financial Officer, I gained a unique perspective and even greater appreciation for the hard work of our global team driving our success. We are still in the early stages of expanding the four brands in our portfolio across channels and geographies, and we plan to continue to add more brands over time. I appreciate the Board’s vote of confidence and plan to continue doing everything I can to deliver value to our stakeholders. I am also excited to continue working closely with Kevin as he takes on the role of Chief Financial Officer, which I am confident he will excel in.”

Today the company also released preliminary, unaudited financial results for the fourth quarter and full year 2024, which can be found on the investor relations website at ir.aka-brands.com.

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About a.k.a. Brands

a.k.a. Brands is a portfolio of next-generation fashion brands for the next generation of consumers. Each brand in the a.k.a. portfolio targets a distinct Gen Z and millennial audience, creates authentic and inspiring social content and offers quality exclusive merchandise. a.k.a. Brands leverages its next-generation retail platform to help each brand accelerate its growth, scale in new markets and enhance its profitability. Current brands in the a.k.a. Brands portfolio include Princess Polly, Culture Kings, mnml and Petal & Pup.

Forward-Looking Statements

Certain matters within this press release are discussed using forward-looking language as specified in the Private Securities Litigation Reform Act of 1995, and, as such, may involve known and unknown risks, uncertainties and other factors that may cause the actual results or performance to differ from those projected in the forward-looking statement. These statements relate to the Company’s future growth. The forward-looking statements presented herein are based on the Company’s current expectations. For a description of factors that may cause the Company’s actual results or performance to differ from its forward-looking statements, please review the information under the heading

“Risk Factors” included in the Company's Annual Report on Form 10-K for the year ended December 31, 2023, and the other documents filed by the Company with the Securities and Exchange Commission from time to time. The Company expressly disclaims any obligation or undertaking to update or revise any forward-looking statement contained herein, to reflect any change in the Company's expectations with regard thereto, or any other change in events, conditions or circumstances on which any such statement is based, except to the extent otherwise required by applicable law.

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