

RALPH LAUREN CORPORATION

VENDOR COMPLIANCE PACKET (“VCP”)

Finished Goods

(rev.0717)

RALPH LAUREN CORPORATION

650 Madison Avenue
New York, New York 10022 USA

Dear Business Partner:

The Ralph Lauren Corporation, its affiliates and subsidiaries, including, but not limited to, Club Monaco, Corp. (collectively referred to herein as "RLC" or the "Company"), require its business partners to provide the Company with certain assurances and information as set forth in this Ralph Lauren Corporation *Vendor Compliance Packet* ("VCP"), consisting of several Exhibits, each incorporated herein by reference and made a part hereof. Given the current global business climate and vigorous enforcement efforts by government agencies, the Company is required to obtain such assurances and information from you and maintain such documentation in our Company records in order to comply with international, national, and local laws and regulations. We, therefore, ask you to indicate your agreement to the terms and conditions of the VCP, including each Exhibit incorporated by reference herein, by signing this letter. Our goal is to ensure that our valued business partners are in compliance with applicable laws and standards, for our mutual benefit. We thank you for your efforts in providing the required information in this VCP.

Summary of VCP Exhibits:

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| I. Operating Guidelines | <ul style="list-style-type: none">• our expectations and requirements that Vendor conduct its operations in a manner that provides its workers with fair wages, and safe and healthy workplace conditions, and that Vendor adheres to ethical, environmentally sustainable and humane sourcing practices. |
| II. Code of Ethical Conduct | <ul style="list-style-type: none">• our expectations and requirements that our vendors conduct their businesses with integrity and in an ethical and moral manner. |
| III. Anticorruption Statement | <ul style="list-style-type: none">• declaration of compliance with U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and all other applicable anti-bribery and anti-corruption laws. |
| IV. Development Services and Design Protection Agreement | <ul style="list-style-type: none">• agreement relating to the maintenance of confidentiality and protection of intellectual property, including intellectual property developed by Vendor for RLC or supplied by Vendor for use in RLC products. |
| V. Global Compliance | <ul style="list-style-type: none">• our expectations and requirements that vendors comply with applicable laws in their operations and sourcing practices. |
| VI. Purchase Order Terms and Conditions | <ul style="list-style-type: none">• defines terms under which RLC purchases products from Vendor. |
| VII. Continuing Hazardous Substances Guarantee | <ul style="list-style-type: none">• declaration of compliance with applicable laws and regulations relating to product safety and hazardous substances. |
| VIII. Toxics in Packaging Compliance Certificate | <ul style="list-style-type: none">• declaration of compliance with applicable regulations relating to toxic heavy metals in packaging. |
| IX. Electronic Data Interchange | <ul style="list-style-type: none">• agreement relating to data that is electronically transmitted, received or exchanged between RLC and Vendor. |
| X. Bailment Agreement | <ul style="list-style-type: none">• agreement relating to the maintenance of confidentiality and protection of RLC's tangible property in Vendor's possession. |
| XI. Vendor Privacy, Confidentiality and Information Security (for Personally Identifiable Information-related Technology) | <ul style="list-style-type: none">• agreement relating to the maintenance of confidentiality, privacy and security of personal data that is transmitted, received or exchanged between RLC and Vendor. |

The VCP, and each Exhibit, are governed by the laws of the state of New York, U.S.A. The Company reserves the right to make changes and/or additions to, or otherwise revise the terms and conditions contained in the Exhibits attached hereto and you will be provided with copies of any revised Exhibits.

Please sign and complete this document, add your company name and initial each Exhibit.

Date: _____
Company Name: _____
Company Officer Name: _____
Title: _____
Company Officer Signature: _____
Email: _____
Company Office Street Address: _____
City: _____
Province/State/Postal Code: _____, Country: _____
Telephone: _____ Fax: _____

Received by Ralph Lauren Corp:	Date:
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Exhibit I

OPERATING GUIDELINES

Ralph Lauren Corporation (the “Company”) is dedicated to conducting our operations throughout the world based upon principles of ethical business practices and the recognition of the dignity of their employees. We expect our business partners, their suppliers, our product-, materials- and trims-suppliers, service providers, and subcontractors to respect and adhere to our guidelines and to all applicable laws and regulations in the operation of their business. Our business partners and their affiliates must be transparent in all record keeping and embrace a fundamental effort toward operational efficiencies, environmental sustainability and continuous improvement.

Legal and Ethical Standards - Our business relationship is built on a mutual respect for and adherence to all legal requirements and the highest ethical standards. We expect our business partners to observe all applicable international standards, and national and local laws and regulations while operating their business.

Wages, Benefits, Working Hours and Transparent Record Keeping - Our business partners must comply with all laws regulating local wages, overtime compensation, and legally mandated benefits. Wage and benefit policies must be consistent with prevailing national standards. Under ordinary business circumstances, employees must not be required to work excessive working hours per week including overtime and have the option of at least one day off in seven. We expect that all record keeping will be accurate and transparent at all times.

Health and Safety - Our business partners must ensure that their employees are provided a safe and healthy work environment, and are not subject to unsanitary or hazardous conditions.

Environmental Sustainability - Our business partners must embrace a fundamental concern for environmental protection and conduct their operations consistent with local and internationally recognized environmental laws and best practices. They must also operate and source in such a manner that respects the environment and local communities, with particular concern to avoid deforestation, pollution, habitat loss, and rising greenhouse gas emissions.

Child Labor - Our business partners must not use child labor, defined as employees under the age of 16.

Forced or Bonded Labor - Our business partners will not work with or arrange for purchase of any materials or services that supports or utilizes forced labor, bonded labor, or labor obtained through human trafficking, coercion or slavery.

Disciplinary Practices - Our business partners will not employ or conduct any business activity with partners who employ any form of physical or mental coercion, or punishment or monetary fines against employees.

Discrimination and Harassment - Our business partners will not practice any form of discrimination or harassment in hiring and employment, based on race, color, religion, sex, gender, sexual orientation, age, marital status, disability, and ethnic or national origin.

Freedom of Association - Our business partners should respect the legal rights of employees to freely, and without harassment, participate in organizations of their choice.

Subcontracting - Our business partners may only subcontract to previously approved suppliers for manufacturing or services according to our corporate requirements. All subcontracted suppliers must meet the same criteria as our direct contracted product and service suppliers.

Animal Sourcing Principles – Our business partners must share our commitment to principles, practices, and regulations that require animals in our supply chain to be treated humanely, with care and respect.

Customs Compliance and Product Safety - Our business partners must comply with applicable customs’ laws and regulations, including but not limited to, participation in Customs-Trade Partnership Against Terrorism Programs (C-TPAT) for all products and services as directed by the US Department of Homeland Security. In addition, all products must specifically meet all Consumer Product Safety Commission regulations and requirements and all international restrictions for hazardous substances.

Conflicts of Interest/Anti-Bribery - Offering compensation of any value (gifts, discounts, services, loans, payments) to any Ralph Lauren Corporation or affiliate employee, service provider or government/political official to influence any act or decision to secure a business advantage is strictly prohibited.

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Exhibit II

CODE OF ETHICAL CONDUCT FOR VENDORS AND THIRD PARTY SERVICE PROVIDERS

A. PURPOSE

Ralph Lauren Corporation, its affiliates and subsidiaries, including, but not limited to Club Monaco, Corp. (collectively, "RLC" or the "Company") strives to conduct business in an ethical and moral manner. To achieve this purpose, RLC requires all of its vendors and third party service providers to subscribe to certain moral and ethical principles in conducting business as set forth in this "Code of Ethical Conduct for Vendors and Third Party Service Providers" (the "Code"). The Code sets forth basic requirements that all vendors and third party service providers must meet in order to do business with the Company, and supplements all other policies previously issued by the Company.

B. CERTIFICATION

The undersigned ("Vendor") hereby represents and warrants that it operates in full compliance with all applicable laws, rules and regulations in all jurisdictions where it does business, including international laws and regulations related to the conduct of business between nations. Vendor acknowledges that, as a condition of doing business with the Company, Vendor must comply with this Code. Vendor acknowledges and agrees that failure to comply with this Code will be sufficient cause for RLC to exercise its right to terminate its business relationship. The Company reserves the right, as a condition of vendor approval, to conduct inspections of suppliers, their facilities and their business practices to verify compliance with this Code. Vendor agrees to cooperate fully with the Company and provide any information requested which is necessary to demonstrate compliance with this Code.

C. ETHICAL CONDUCT AND POLICY VIOLATIONS

Although it is not possible to specify every action that might create a conflict with the Code, the Code sets forth areas in which issues may arise in the everyday activities of a vendor or third party service provider. To that end, the Code identifies the following examples of practices which are covered by this Code: (1) Self-Dealing & Conflicts of Interest; (2) Bribes & Improper Payments; (3) Product Integrity; (4) Gifts; and (5) Maintaining Accurate Books and Records. The following examples represent a small subset of activities in direct violation of the Code, but do not represent all actions that may violate this Code.

1. Self-Dealing, Conflicts of Interest and Fraud

In doing business with the Company, Vendor should avoid any action that creates—or appears to create—a conflict of interest with the Company or any form of fraud. A "conflict of interest" exists where Vendor's private interests in any way interferes or conflicts with, or appears to interfere or conflict with, the interests of RLC, or make, or appear to make, it difficult for Vendor to perform its work for RLC objectively and effectively. "Self-Dealing" includes an unfair advantage through manipulation, abuse of privileged information, misrepresentation of facts or any other unfair dealing practice. For example, Vendor should not use its business relationship with the Company or the Company's property or information for personal gain, and may not take Company opportunities for sales or purchases of products, services, or interests for Vendor's own interests. Vendors and third party service providers must promptly disclose actual or potential conflicts or fraud to the Company's Senior Management or by anonymously calling the Company's *Make a Difference Hotline* at 1-877-476-5675 (1-877-4POLORL) as set forth above.

2. Bribes & Improper Payments

The U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act ("UKBA"), and the anti-bribery or anti-corruption laws of other jurisdictions where the Company does business, prohibit the Company, its subsidiaries, employees, agents, consultants, representatives and others providing services on behalf of the Company from participating, directly or indirectly, in paying money or other things of value to government officials, political parties or party officials, candidates for office, or any other person while knowing that all or a portion of such money or things of value will be offered, given, or promised, directly or indirectly, to any of the aforementioned persons or organizations, or to any other person for the purpose of improperly influencing or obtaining an improper advantage in connection with obtaining or retaining business for the Company. Hidden commissions, fees or any other payments with a view towards procuring business or preferential treatment from or for RLC are expressly prohibited. The FCPA and the UKBA have an extra-territorial effect in that they can apply to activities of all employees, agents, consultants, representatives and others providing services on behalf of the Company wherever in the world that person operates. Under no circumstances should any vendor or third party service provider undertake any such prohibited actions for or on behalf of the Company. Any request by a Company officer or employee to bribe a foreign official should be reported in writing to the General Counsel of the Company, 625 Madison Avenue, New York, NY 10022, or by anonymously calling the Company's *Make a Difference Hotline* at 1-877-476-5675 (1-877-4POLORL). If you prefer to report an allegation anonymously, you must provide enough information about the incident or situation to allow the Company to investigate properly.

3. Product Integrity & Undue Influence

The Company takes pride in providing high-quality products. In addition to meeting the Company's internal quality standards, policies and procedures, Vendor should ensure that all of RLC products and their components and packaging are produced, tested, packaged and labeled in full compliance with all applicable national and local laws and regulations. To that end, RLC prohibits any activity that is intended to exert undue influence over the test results or other analytical findings or which is otherwise designed to interfere with the independent technical judgment of testing laboratories, conformity assessment bodies or other similar service providers that conduct testing of RLC products or its components.

4. Gifts

The Company requires all business dealings to be performed in an honest and fair manner, free from impropriety, threats, favoritism and undue influence that could undermine the integrity of any services or products provided to RLC. The Company's Code requires that Vendor should never offer anything of value to anyone at the Company so that it might compromise — or appear to compromise — the objectivity of Vendor's business decisions in connection with doing business with the Company. This includes, but is not limited to, gift certificates, tickets to shows or events, travel arrangements, loans, discounts and/or services. These types of compensation present a conflict of interest to anyone working on the Company's behalf, and it is for this reason that the Company restricts this type of vendor or third party service provider activities or gifts. For example, any of such aforementioned gifts, services or discounts is strictly prohibited to be received by any Company employee or agent from any social auditing company or C-TPAT auditing company.

5. Maintaining Accurate Books & Records

The Company must maintain accurate and complete books and records. Every business transaction undertaken by the Company must be recorded correctly and in a timely manner in the Company's books and records. The Company therefore expects Vendor to be candid

Exhibit II

and accurate when providing or entering information for these documents and systems. Vendor is specifically prohibited from providing information that would result in false or misleading entries in the Company's books and records.

D. POLICY CHANGES

From time to time, the Company may update or modify its policies in connection with the Code. While the Company reserves the right to make these changes without notice, the Company will use its best efforts to inform Vendor as soon as possible.

E. REPORTING VIOLATIONS

The Company has a zero tolerance policy as it relates to the Code. Most problems can be easily avoided simply by using good judgment and seeking guidance when questions arise. It is Vendor's responsibility to raise questions, make appropriate disclosures, keep all approval documentation and notify the Company of any potential issues.

Vendor should report violations of the Code to the Company's senior management or use the Company's *Make a Difference Hotline* to report all alleged violations or concerns. The *Make a Difference Hotline* is a confidential service operated by third-party reporting service, and provides for incident reporting via telephone at any time. Reports are confidential and can remain anonymous. When contacting the *Make a Difference Hotline*:

- Caller does not have to give his/her name;
- A professional interview specialist will document caller's concern
- Information will be relayed to the Company for follow-up
- The call will be conducted in the language of caller's choice
- Caller's questions will be directed to the appropriate Compliance Department: Legal, Global Human Rights Compliance, Quality Assurance, Asset Protection or Human Resources.

Global Contact Information for "Make a Difference" Hotline	
Asia, South America & North America	1-877-476-5675 or 1-877-4POLORL
Europe & the Middle East	0-0-800-2255-7656 or 0-0-800-CALL-POLO

***This code must be dialed first before dialing the 877 number**

Country	Provider	Access Code
China- South	Shanghai- China Telecom	10-811
China- North	North, Beijing CNCG	108-888
Hong Kong	Hong Kong- Hong Kong	800-96-1111
Hong Kong	New World Telephone	800-93-2266
Japan	Japan- KDDI	00-539-111
Japan	Softbank Telecom	00-663-5111
Japan	NTT	0034-811-011
Korea	Korea, Republic- Korea Telecom	00-729-11
Korea	ONSE	00-369-11
Korea	Dacom	00-309-11
Macau	Macau	0-800-111
Malaysia	Malaysia	1-800-80-0011
Singapore	Singapore- SingTel	800-011-1111
Singapore	StarHub	800-001-0001
Taiwan	Taiwan	00-801-102-880

The undersigned agrees, on behalf of Vendor, to abide by the above standards and will not engage in any such conduct with any Company employee or employees of third party service providers. Further, if Vendor becomes aware of any such practices or is approached by any Company employee or employees of third party service providers to engage in such practices, Vendor will notify the Company's senior management immediately.

("Vendor")

Company Name: _____

Signature: _____

Officer Name and Title: _____

Date: _____

Exhibit III

Anti-Corruption Compliance Statement

By signing this Anti-Corruption Compliance Statement, the undersigned, on behalf of Vendor, declares the following:

1. I am aware that Ralph Lauren Corporation, its affiliates and subsidiaries, including, but not limited to Club Monaco, Corp. (collectively, "RLC" or "the Company") has an obligation to comply with the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act ("UKBA") and all other applicable anti-bribery or anti-corruption laws existing in the jurisdictions in which it does business.
2. I am aware that the FCPA and the UKBA prohibit the payment of money or other things of value to government officials and others for the purpose of improperly influencing or obtaining an improper advantage in connection with obtaining or retaining business.
3. I will not, directly or indirectly, offer, pay, solicit, receive or condone any form of bribe or payoff as contemplated under the FCPA or the UKBA.
4. I will not use funds or things of value for any unlawful purposes, including purposes that would violate the FCPA, the UKBA or any applicable anti-bribery or anti-corruption law, such as direct or indirect payments to any of the following:
 - government officials¹,
 - political parties or party officials,
 - candidates for political office,
 - any other person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above identified persons or organizations, or
 - any other person for purposes of making a bribe.
5. I have not and will not employ or otherwise compensate or offer to compensate any government officials, or make or cause another to make any direct or indirect offers or payments to any government officials, for the purpose of influencing or inducing any government decision to act or not to act for the benefit of the Company's business.
6. I will report any activity or conduct in connection with any potential or actual anti-corruption or anti-bribery violation, in writing, to RLC's General Counsel, at 625 Madison Avenue, New York, NY 10022, or by calling RLC's anonymous Make a Difference Hotline as set forth in the *Vendor Compliance Packet*.
7. I will ensure that my company maintains complete, thorough, detailed, transparent and accurate books and records regarding payments made to third parties to ensure that, immediately upon the Company's request, my company can demonstrate compliance with the foregoing declarations. Additionally, I will cooperate in all respects with RLC's requests to verify compliance with the foregoing declarations.

Company ("Vendor"): _____

By: _____
Signature

Name: _____

Title: _____

Date: _____

¹ As used herein, "government officials" include any officer or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency or instrumentality, or for or on behalf of any such public international organization. The term also includes officials of a political party (or the political party as a whole), a candidate for government office, officials of international organizations, such as the United Nations or the World Bank, and individuals who have functional authority as an official, but are not actually in the employment of the government (such as consultants and special advisors to governments or government officials). The term includes officers and employees of state-owned enterprises, even those operating in a commercial capacity, including hospitals and health facilities.

Exhibit IV

DEVELOPMENT SERVICES AND DESIGN PROTECTION AGREEMENT

1. **Scope and Ownership of Work:** To the extent that Vendor performs, or is involved in, any product development work for the Company, Vendor agrees that the Company exclusively owns all rights, of every kind and nature, in any product ('Product') that results from that work, and any confidential information developed by Vendor or by the Company under this agreement. For the sake of clarity, to the extent that any work created by Vendor (whether independently or in combination with work or materials provided by the Company), is copyrightable, such work shall be deemed to be a work made for hire belonging, from its inception, exclusively to the Company. Vendor further hereby forever assigns, transfers and quitclaims in favor of the Company any and all rights and interest, of every kind and nature, including but not limited to copyright, patent and trademark rights, that Vendor may have or acquire in any product development work it creates in the course of its relationship with the Company, whether such work was created independently or jointly with materials or contributions from the Company, unless otherwise agreed to in writing. Vendor hereby waives any and all claims that it may now or hereafter have in any jurisdiction to so-called "droit moral," "moral rights" or other rights comparable thereto with respect to RLC Material, as further defined herein. **Notwithstanding anything to the contrary contained herein, to the extent that Vendor is providing the Company, during the course of the business partnership, with Products that contain or embody elements of Vendor Material (as further defined herein) existing as of the commencement of Vendor's development or other work relating to such Products, the ownership of such Vendor Material shall remain with Vendor and Vendor hereby grants RLC a royalty-free, worldwide, non-exclusive right and license in perpetuity to manufacture, market, distribute, import, export, use, offer to sell and sell Products that embody or incorporate such Vendor Material.**

As used herein, "Intellectual Property Rights" means any and all patents, trademarks, names, designs, characters, logos, artwork (including colors, shapes, textures, paper patterns, symbols, wash-, stain- and dye-processes and treatments, and other construction, prototype or model details), copyrights, service marks, domain names, trade names, trade dress, rights of privacy, publicity and biography, trade secrets, know-how, moral rights and all other intangible proprietary or intellectual assets, rights and privileges, and any and all rights in any of the foregoing, and any and all renewals and extensions or protections thereof, now or hereafter known, however known or denominated throughout the universe, in perpetuity, under any present or future laws, and all good will associated therewith. The term "RLC Material" means oral and printed or written information in the form of designs, patterns, prototypes, drawings, specifications, technical information, color swatches, fabric, trim, finished goods, hangtags, labels, packaging or business, financial, marketing and advertising materials or other documents furnished or otherwise made available by the Company to Vendor, and all Intellectual Property Rights owned or used under license by RLC. The term "Vendor Material" means Intellectual Property Rights owned or used under license by Vendor.

Vendor hereby represents and warrants that: (a) it either owns all right, title and interest in and to the Vendor Material or it is properly authorized and/or licensed to use and sublicense any Vendor Material that it does not own, and that it has the right to grant and/or dispose of each and every right herein granted; and (b) to the best of Vendor's knowledge, the use and exploitation of Vendor Material by RLC will not infringe upon the rights of any third party or result in liability of RLC to any third party; and (c) Vendor has the full right, power and authority to perform the obligations set forth herein and to execute this Agreement.

2. **License, Trademarks and Designs:**
 - (a) **Limited License:** RLC hereby grants to Vendor, a limited, non-exclusive license to reproduce RLC Material on or in the Products solely for the purpose of fulfilling the orders or instructions given to Vendor by the Company, or its authorized agents, for Product, components or services.
 - (b) Vendor will not use RLC Material or confidential information, whether or not used together with the "Polo" or "Ralph Lauren" name or trademarks, for any purpose other than the one for which the Company provided the same to Vendor, and Vendor will not permit such RLC Material or confidential information to be transferred to any other person without the Company's written permission. Vendor will not sell the Product or any similar product using the Company's property or RLC Material to anyone else. Vendor shall not release to any person or entity, other than RLC, any information relating to the Company's products or components therefore, or furnish to any such person or entity any sample thereof, without the prior written consent of the Company.
 - (c) **Furnished Trademarks and Designs:** When accepting the Company's designs and RLC Material for review and development, and RLC orders or contracts for purchases of material or Products, Vendor acknowledges and agrees that it only has a limited, non-transferable right to use such RLC Materials as necessary for rendering services to RLC or in connection with Products developed, manufactured and shipped pursuant to RLC purchase orders or contracts. Any fabric, trim or other materials supplied by RLC shall, at all times, remain the property of the Company, and Vendor shall not use or permit the use of any such components other than for the development or manufacture of Products pursuant to RLC purchase orders, contracts or other written instruction.
3. **Confidentiality:** Vendor agrees that it shall keep confidential, and shall not disclose to any third party, use or facilitate the use, at any time, of any of RLC Material for any purpose other than in connection with the fulfillment of Vendor's obligations under purchase orders issued by RLC or such other written instruction issued by the Company. No rights shall remain in Vendor, or its employees or agents as to such RLC Material and Vendor agrees that to the extent it may acquire any rights with respect thereto, such rights shall revert to the Company without any further act of the parties hereunder. In addition, Vendor agrees that it shall keep confidential, and shall not disclose to any third party, all information pertaining to any non-proprietary designs the Company may provide to Vendor ("Non-proprietary Designs") or designs Vendor may suggest to the Company and which the Company decides to order from Vendor, for a period of (i) one year after Product bearing such Non-proprietary Design is introduced in retail stores or (ii), where Vendor produces or presents a prototype or other sample for RLC's review which embodies a Non-proprietary Design but RLC does not order Products made of such material from Vendor, one year after Vendor presented such prototype or sample to RLC. By accepting RLC materials for development, Vendor hereby agrees to indemnify the Company and its affiliates for any losses, costs or expenses which may arise as a result, directly or indirectly, from a breach of this Agreement.
4. **Promotion:** Vendor will not, without the Company's written consent (a) use the name "Polo," "Ralph Lauren", or any other trade name, mark, logo or RLC Material or any similar name or mark, (b) represent that Vendor's products or services have been endorsed or approved by RLC, or (c) display any Products or RLC Material in any trade show or other public exhibition, or in any catalog, advertising or promotional publication or marketing media (including, but not limited to digital media or social media materials, websites and other web materials).
5. **Indemnification:** Vendor hereby agrees to indemnify, defend and hold harmless Company from and against any and all claims, demands, judgments, cause of action, damages, liabilities, costs and expenses of any nature whatsoever, including reasonable attorney's fees, arising out of or relating to Vendor's breach or default in performance of Vendor's obligations hereunder, including but not limited to any allegation, action or claim by a third party that the Company's use of the Vendor Material or Non-Proprietary Designs infringes, misappropriates or otherwise violates any third party's trademark, copyright, patent or other Intellectual Property Rights.
6. **Modifications, Governing Law and Venue:** This Agreement may not be changed, modified or amended except in writing signed by both parties. This Agreement shall be a contract made in the state of New York, United States of America and governed by the laws thereof applicable to contracts to be performed wholly within such state without giving effect to principles of conflicts of laws. The parties agree that the exclusive venue for any suit or cause of action arising, directly or indirectly, out of this Agreement shall be in any state or federal court in New York and Vendor hereby consents to jurisdiction in such court in any such suit or cause or action. Vendor also agrees that service of process may be effectuated by mail upon Vendor's principal place of business

Company Name ("Vendor"): _____

Officer's Initial: _____

Exhibit V

GLOBAL COMPLIANCE

RLC requires compliance with all laws and regulations of the U.S. and all the countries from which the Company sources and distributes its products. As such, RLC expects that all its vendors, suppliers, manufacturers, subcontractors, licensees, distributors and agents maintain the same level of compliance in their business operations. The undersigned, as the authorized representative of its company (referred to herein as "Vendor" or "you") hereby acknowledges that it is aware of RLC's requirement that Vendor comply with all applicable national and local laws and regulations of all countries and political subdivisions in which it does business including, but not limited to, laws and regulations relating to the treatment of its employees and the impact of its business operations on the local environment. Vendor's assurance that RLC's policies and procedures are followed and adhered to without deviation is critical to the continued success of the Company's initiatives. In order to partner with our vendors to ensure that the Company's policies are clearly understood and followed, the Company has established a monitoring program that consists of the following:

1. Global Human Rights Compliance
2. Global Customs Compliance
3. Supply Chain Compliance

1. GLOBAL HUMAN RIGHTS COMPLIANCE

In keeping with the Company's reputation for excellence, RLC continually seeks to conduct its business according to the highest ethical and legal standards. Ralph Lauren requires all licensees, corporate supplier groups (main vendor offices), contracted product factories, contractors, subcontractors, vendors, and other service or product providers to adhere to our *Operating Guidelines*, which cover the following: legal and ethical standards, wages, benefits, working hours and transparent record keeping, health and safety, environmental sustainability, freedom of association, unauthorized subcontracting, animal sourcing principles, international customs compliance and product safety, conflicts of interest, anti-bribery, as well as, prohibitions on child labor, forced labor, prison labor, discrimination, and harassment. We are committed to helping our suppliers provide a safe, healthy, humane and law abiding working conditions around the world for the people who make our products.

Inspection Rights

In order to verify compliance with the foregoing, Ralph Lauren reserves the right, at any time, to conduct random and unannounced physical inspections and/or audits of all production facilities involved in the manufacture of any and all RLC branded products including, but not limited to, in-line inspections, which may involve observing the delivery of raw materials, inspection of the cutting of garment pieces, and impromptu inspections of other production processes including sewing, finishing, and packing, etc. All production records must be maintained in a manner that will permit our representatives to examine such records during both regular and unannounced inspections of the facilities. The Company further reserves the right to obtain copies of any and all production records, which are examined. Vendor will also allow RLC the right to receive inspection reports, audit reports, factory profiles or other such documentation required or requested by RLC to ensure compliance. RLC further expects to have unrestricted access to the facility and records during normal business hours.

Factory Onsite Evaluation or Quality Assurance Onsite Evaluation and Initial Social Audit

As part of our Onboarding requirements for all new suppliers and subcontractors, you may be subject to an initial Factory Onsite Evaluation. The objective of the Onsite is to review the factory for quality & capability, facility health & safety and wages & labor practices. In certain cases, we may determine that an Onsite Evaluation for quality & capability, facility health & safety is appropriate along with a separate initial Social Audit. Our initial assessment/audit is an essential part of our compliance work with you and is at our expense. Your immediate attention to recommended corrective actions is essential to this process and your approval as an official RLC supplier.

Supplier Production Capacity

Each factory must maintain an accurate account of their grand total and specific monthly production capacity offered to our company. By analyzing each phase of your product lifecycle and eliminating waste from your processes, you can improve competitiveness and offer efficiently developed and manufactured products. Careful order allocations and proper planning to improve the outcome of each phase of the product life-cycle creates an efficient work environment and promotes high levels of compliance.

Social Auditing

After your initial supplier approval, as part of our continued social responsibility efforts and requirements and to ensure each supplier's continued adherence to the Company's *Operating Guidelines* and the laws and regulations of the country in which the production facility is located, RLC reserves the right to perform initial or subsequent social audits of each supplier's production operations and that of any subcontractors that you may employ or engage with in connection with the manufacture of RLC Products. As an incentive, all factories that receive an audit result of a "Needs Improvement" rating, will be charged back for *only* the actual cost of the audit. Embracing audits as opportunities for improvement indicates a strong understanding of compliance.

Transparency is a critical aspect of our Human Rights Compliance program.

It is imperative that all suppliers are fully transparent with all records regarding all matters related to a social compliance.

Unauthorized Subcontractor Policy

	INFRACTION	DUE TO	1st OFFENSE	2nd OFFENSE	3rd OFFENSE
1	Unauthorized Factory	Over Booked Capacity	50% Order Reduction	Corp. Group Warning & Factory Deactivation	Corp. Group FULL Deactivation
2	Unauthorized Factory (more than \$250,000 US business volume annually)	Factory Decision	\$25,000 Chargeback to be used for supplier remedial program	Corp. Group Warning & Factory Deactivation	Corp. Group FULL Deactivation
3	Unauthorized Factory (less than \$250,000 US business volume annually)	Factory Decision	10% of annual volume or maximum \$25,000. Chargeback to be used for supplier remedial program	Corp. Group Warning & Factory Deactivation	Corp. Group FULL Deactivation

Zero Tolerance Issues Policy

As our business partner, your workers, your company and production facilities are very important to us. The Global Human Rights Compliance department, in partnership with the Global Manufacturing and Sourcing department, has developed the following Zero Tolerance Issues Policy. While we always support continuous improvement of suppliers, there are some issues that need immediate action and results. Some examples of such issues include, but not limited to, the following:

- Human trafficking, forced labor, and child labor
- Unauthorized subcontracting
- Pervasive non-transparency in record keeping
- Failure to pay minimum wage rates

If zero tolerance issues are cited during a social audit or visit at your facility, you must take **immediate** remediation steps. Your facility will also be flagged as high risk and rated RED in our database. This means that this Vendor is not eligible for additional purchase order allocations over and above their current levels until the zero tolerance issues are remediated.

Remediation

Establishing and embracing a formal audit remediation framework helps make the best use of audit results. Remediation will take place in the form of a long term improvement program with a 3rd party consulting firm. This RLC approved firm will perform systems assessments and aid in the development of improvement plans. The cost of the program will be the responsibility of the Vendor. The remediation of zero tolerance issues will be verified with a social audit in order to change the RED rating and continue our business partnership.

Exhibit V

2. GLOBAL CUSTOMS COMPLIANCE

Prohibition against Transshipment

The Company will not tolerate illegal transshipment or improper identification of country of origin. The Company will not purchase products and services from any Vendor who illegally transships or who intentionally mislabels products and materials, nor will the Company accept any merchandise that has been intentionally mislabeled as to, among other things, country of origin, fiber content, or care instructions.

Country of Origin

Any change in the country of origin of RLC Product must be made at least thirty (30) days prior to scheduled delivery, unless the distance warrants a longer delay. In every instance, the Vendor must provide a written, detailed explanation for the change and obtain prior written approval from the Company's production personnel. Additionally, RLC must be notified of any change in country where materials or components are produced or where final assembly is performed.

Cargo Security and U.S. C-TPAT Program

U.S. Customs and Border Protection ("CBP") has instituted a cargo security program entitled *Customs – Trade Partnership Against Terrorism* ("C-TPAT") to create a more secure environment for the supply chain by preventing contamination of shipments by terrorists. Similarly, other countries including Australia, Dominican Republic, Hong Kong, New Zealand, Canada, Jordan, Japan, South Korea, the European Union ("EU"), Taiwan, Israel, India, Malaysia, Mexico, Singapore and Thailand, have adopted similar cargo security programs or arrangements intended to assist in securing and facilitating global cargo trade. As a requirement of RLC's participation in C-TPAT, the Company has instituted a supply chain security program which requires the cooperation and participation of all RLC business partners. During the initial factory onsite evaluation, Vendor will be asked a series of questions regarding its security practices and procedures. In addition, as Vendor starts production on RLC Products, the production facility will be visited by a third party firm to evaluate your security program against all C-TPAT regulations and procedures. Failure to accept this security assessment and take appropriate remedial steps will result in termination of our business relationship. Additionally, Vendor is obligated to inform the Company of the status of Vendor's participation and/or membership in C-TPAT or any other supply-chain security program administered by a foreign jurisdiction. We expect that Vendor will partner with RLC in our efforts to protect the global supply chain from terrorism.

3. SUPPLY CHAIN COMPLIANCE

Your acceptance of our order confirms that you have reviewed the appropriate Ralph Lauren *Regional Supply Chain Guide*, as amended from time to time, and that you agree to follow the requirements as set forth therein. Vendor agrees that it shall be responsible for chargebacks or expense offsets resulting from non-compliance with RLC's supply chain guidelines.

RLC reserves the right to update or institute new policies, initiatives or procedures as additional or new developments evolve and are identified in the global marketplace. We look forward to working with you on implementing and improving these programs. Your continued cooperation is appreciated and essential to its success.

Company Name ("Vendor"): _____ **Company Officer's Initials:** _____

Exhibit VI

PURCHASE ORDER TERMS AND CONDITIONS

Ralph Lauren Corporation, its affiliates and subsidiaries, including, but not limited to, Club Monaco Corp. (collectively, "RLC," the "Company" or "Purchaser") and Vendor agree that this Purchase Order is subject to the terms and conditions written and printed on the front and reverse of this Purchase Order and Purchaser's *Vendor Compliance Packet*, incorporated herein and made a part hereof.

1. ACCEPTANCE OF AGREEMENT. Vendor's commencement of work on the Products subject to this Purchase Order ("Products" or "RLC Products") or shipment of such Products, whichever occurs first, shall be without limitation, deemed an effective mode of acceptance of this Purchase Order. Any acceptance of this Purchase Order is limited to acceptance of the express terms contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the proposals shall not operate a rejection of this Purchase Order unless such variances are in the terms of the description, quantity, price of delivery, schedules of the Products, but shall be deemed a material alteration thereof, and this Purchase Order shall be deemed an acceptance of a prior offer by Vendor. Such acceptance is limited to the express terms contained in this agreement. Additional or different terms or any attempt by Vendor to vary in any degree any of the terms of this Purchase Order shall be deemed material and are objected to and rejected, but this Purchase Order shall not operate as a rejection of the Vendor's offer unless it contains variances in the terms of the description, quantity, price of delivery schedule of the Products.

2. PRODUCT. Sample yardage, swatches, yarns, trim and finished garments, home furnishings, home accessories, luggage, footwear, or any other accessories or RLC-branded product submitted by Vendor are an integral part of this order and all Products shall be of first quality and conform strictly with: (a) the specifications hereon, or incorporated herein by reference, and (b) with such samples. Reorders shall match in all respects with previous deliveries.

3. ACCEPTANCE OF PRODUCT. Acceptance of any part of the Purchase Order shall not bind Purchaser to accept future shipments, nor deprive Purchaser of the right to return Products previously accepted. Acceptance of or payment for all or part of the Products shall not be deemed a waiver of Purchaser's right to cancel or return all or any part of the order hereof at Vendor's expense (a) due to failure to conform to this Purchase Order or to Purchaser's standards, specifications or inspection criteria as set forth below, or (b) due to latent or patent defects or any other breach of warranty. If Purchaser elects to return nonconforming Products, Vendor shall reimburse Purchaser for any amounts paid by Purchaser on account of the purchase price of the Products and any costs incurred by Purchaser in connection with the delivery or return of such Products.

4. INSPECTION-TESTING. Vendor shall manufacture or cause to be manufactured only the type and quantity of Products specified in this Purchase Order. Purchaser shall have the right to reject any or all Products that are in Purchaser's judgment defective or in nonconformity with the specifications on or incorporated by reference in and any samples of the Products or components thereof submitted in connection with this Purchase Order. Vendor authorizes Purchaser to cut non-conforming Products to meet its delivery schedules, while reserving Purchaser's right to claim damages for such non-conformity. Purchaser shall be entitled to a price adjustment in respect of any defects in the Products to compensate for direct and consequential damages, including losses in yield, and Products rejected. Product supplied in excess of quantities called for herein or applicable industry tolerances may be returned to Vendor at Vendor's expense and in addition to Purchaser's other rights, Purchaser may charge Vendor all expenses of unpacking, examining, repacking and reshipping such Products. In the event Purchaser receives Products whose defects or nonconformities are not apparent on examination, Purchaser reserves the right to require replacement as well as payment for damages. Payment for the Products delivered hereunder shall not constitute acceptance thereof. Purchaser shall have the right to present claims within a reasonable time after Purchaser actually inspects Products; defects or nonconformities that become known only after converting, manufacture, laundering or use may be claimed within a reasonable time after Purchaser learns of such defects. Nothing contained in this Purchase Order shall relieve the Vendor from the obligation of testing, inspection and quality control. Purchaser's representatives shall be permitted reasonable access for the purpose of inspecting finished Products awaiting shipment or materials on hand and in process for fulfilling this Purchase Order. Purchaser may refuse or return, at Vendor's expense: (a) shipments made before or after the shipping date specified on the face of this Purchase Order, time of shipment being of the essence; (b) shipments not meeting quantities ordered, whether due to excess or insufficient Products being delivered to Purchaser; (c) product which is not according to sample or model or which are not as described in this Purchase Order; or (d) product which is not as represented or warranted.

5. DELIVERY AND RISK. Time is of the essence for this Purchase Order. If delivery of Products or rendering of services is not completed by the date specified, Purchaser reserves the right, without liability and in addition to its other rights and remedies, to terminate this Purchase Order by written notice effective when received by Vendor as to Products not yet shipped or services not yet rendered and to purchase substitute Products or services elsewhere and charge Vendor with any loss incurred. Title shall pass to Purchaser as soon as Products are ready for delivery, but delivery shall not be deemed complete until Products have been actually received and accepted by Purchaser. Notwithstanding any agreement to pay freight, express or other transportation charges and risk of loss or damage in transit shall be upon Vendor. The proper route or carrier specified in the Purchase Order shall be used by Vendor to deliver Products to specified destination. Vendor shall be responsible for any excess charges resulting from its failure to use such route or carrier without prejudice to Purchaser's rights under paragraphs 4, 5 and 8. Vendor undertakes to notify Purchaser promptly of any prospective or actual delay in delivery.

6. WARRANTIES.

(A) Vendor warrants that all Products or services furnished under this Purchase Order will be new and will be free from defects in material and workmanship. Vendor warrants that Products or services furnished will strictly conform in all respects to specifications and samples. Vendor understands that the Products or services purchased hereunder are intended for the production of high quality wearing apparel, home furnishings, home accessories, luggage, footwear, or any other accessories or RLC-branded or related Products. Vendor warrants that such Products will be fit for Purchaser's particular use. Vendor warrants that all such Products or services will conform to any statements made on the containers, labels, or advertisements for such Products or services and that the Products will be adequately contained, packaged, marked, and labeled. Vendor warrants that all Products or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose for which Products or services of that kind are normally used. Inspection, test acceptance or use of the Products or services furnished hereunder shall not affect the Vendor's obligation under these warranties and such warranties shall survive such inspection, test acceptance and use. Vendor's warranties shall run to Purchaser, its successors, assigns and customers and users of Products sold by Purchaser. Vendor agrees to replace or correct defects of any Products or services not conforming to the foregoing warranties promptly without expense to Purchaser, when notified of such nonconformity by Purchaser, provided Purchaser elects to provide Vendor with the opportunity to do so. In the event of failure of Vendor to correct or replace non-conforming Products or services promptly, Purchaser, after reasonable notice to Vendor, may make such corrections or replace such Products and services and charge Vendor for the cost incurred by Purchaser in doing so.

(B) WARRANTY REGARDING CERTAIN LEGAL REQUIREMENTS

[FOR PRODUCTS INTENDED TO BE SOLD IN THE UNITED STATES] Vendor warrants that all Products, including all labeling and packaging, sold hereunder will be manufactured, labeled, distributed, stored, sold, shipped and imported in compliance with, and that such product conforms to or exceeds the standards and requirements imposed by all U.S. federal, state and local statutes, laws, ordinances, rules, regulations and orders, and Purchaser's specifications and requirements, and that the sale thereof by Purchaser will not violate any such statute, law, ordinance, rule, regulation, order, specification or requirement. Without limiting the generality of the foregoing, Vendor warrants and guarantees that the Products shipped under this Purchase Order: (a) was manufactured in compliance with the Federal Fair Labor Standards Act and Purchaser's Operating Guidelines, including but not limited to all wage and benefit laws, child labor laws and regulations, laws and regulations concerning hours of work, laws and regulations governing the health and safety of workers, discrimination and prohibitions against the use of slavery, human trafficking, convict, forced or indentured labor; (b) is labeled in compliance with, and otherwise complies with the requirements of the following U.S. laws (which are included by way of example but is not intended to be an exclusive list of laws and regulations that may apply to the Products sold or distributed in the United States (i) U.S. Customs origin and marking regulations, (ii) Federal Flammable Fabrics Act, (iii) Federal Food, Drug, and Cosmetic Act, (iv) Consumer Products Safety Act, (v) Consumer (Products Safety Improvement Act, (vi) Federal Hazardous Substances Act, (vii) Fair Packaging and Labeling Act, (viii) Wool Products Labeling Act, (ix) Fur Products Labeling Act, (x) Textile Fiber Products Identification Act, (xi) the California Safe Drinking Water and Toxic Enforcement Act of 1986 (California Proposition 65), (xii) the Toxic Substances Control Act, and (xiii) the laws relating to environmental and transportation matters or those requiring any form of notice or warning in connection with the sale, shipments, storage or marketing of such Products; (c) is not misbranded or falsely or deceptively advertised or invoiced; (d) do not and will not (including with respect to the design, production and manufacture thereof by Vendor) infringe, misappropriate or otherwise violate any patent, trademark, trade name, copyright or other proprietary or

Exhibit VI

intellectual property right or interest of any third party. Vendor agrees to provide Purchaser with appropriate guarantees relative to the foregoing upon the request of Purchaser. Purchaser further reserves the right to return any portion of this shipment or the entire shipment to Vendor for a full refund, or destroy the same, at Vendor's expenses, whenever any of the terms or conditions of this Purchaser Order are violated or not fully complied with.

[FOR PRODUCTS INTENDED TO BE SOLD IN COUNTRIES OUTSIDE THE UNITED STATES] Vendor warrants that all Products, including all labeling and packaging, sold hereunder: (a) will be manufactured, labeled, distributed, stored, sold, shipped and imported in compliance with, and conforms to or exceeds the mandatory and voluntary standards and requirements of the country of origin, the country of destination, and all laws, regulations and standards analogous to those of the United States listed above in this Section; and (b) do not and will not (including with respect to the design, production and manufacture thereof by Vendor) infringe, misappropriate or otherwise violate any patent, trademark, trade name, copyright or other proprietary or intellectual property right or interest of any third party. Vendor agrees to provide Purchaser with appropriate guarantees relative to the foregoing upon the request of Purchaser. Purchaser further reserves the right to return any portion of this shipment or the entire shipment to Vendor for a full refund, or destroy the same, at Vendor's expenses, whenever any of the terms or conditions of this Purchaser Order are violated or not fully complied with.

[FOR VINTAGE PRODUCTS] As used herein, "Vintage Products" shall refer to pre-owned, second-hand finished goods manufactured by a third party brand owner or licensee ("Vintage Brand Owner"). Without limiting the generality of the foregoing, Vendor represents and warrants that all Vintage Products supplied to the Purchaser: (a) are original and genuine products; (b) have been sourced from reliable and selected suppliers; (c) comply with all applicable product safety standards, intellectual property regulations, advertising standards and anti-counterfeit regulations; (d) are delivered to the Purchaser accompanied by proper certificates of authenticity, and relevant documentation including, but not limited to, all necessary details and specifications that verify and evidence the authenticity of the Vintage Products and written documentation that explicitly describe the Vintage Product's condition, state of preservation, and disclosure of defects (if any); (e) have been authenticated by Vendor in accordance with the highest industry standards available with respect to the analysis of each component and material used in the Vintage Goods, including, but not limited to: (i) for leather goods (such as bags): quality of leather, brand stamp, seams on leather, stitch counts, metal parts, quality of finishings, serial or product number or other authenticating marks; (ii) for watches: rhythm of second hand movement, analysis of glass and metal qualities, weight of product, water resistance, serial number or other authenticating marks; (iii) for jewelry: weight, color and quality of gemstones or precious metals, and, for gemstones, analysis using a gemological refractometer to measure light refraction index of stones, as applicable. Vendor warrants and represents that all Vintage Products are second-hand products which have been previously sold within the European Economic Area ("EEA") or the United States by or with the consent of the Vintage Brand Owner, and Vendor will provide, where available, such proof of sale. In no event shall Vendor propose or sell to the Purchaser any Vintage Goods sourced outside the EEA, the United States, or any other country or region, and imported into RLC's proposed country of distribution without the Vintage Brand Owner's prior consent.

(C) Vendor warrants that it has adopted and implemented a reasonable testing program, as required by the U.S. Consumer Product Safety Improvement Act, including but not limited to reasonable and representative tests conducted by a certified third party conformity assessment body as prescribed by the applicable governmental agencies, to ensure that all Products, including their components and packaging, comply with all applicable laws. Vendor shall ensure that, at the time of shipment, each product covered by this Purchase Order shall be accompanied by a completed "Certificate of Compliance with Applicable Safety Rules, Bans, Standards and Regulations," and Guaranties, as applicable, together with supporting backup documentation, including but not limited to third party test reports in English, as required by the applicable laws. Vendor agrees to reimburse Purchaser for all expense, charges, fines, actual losses (including lost profits) resulting from Vendor's failure to comply with this requirement. Vendor shall provide documentation and maintain records in the form, substance and location, and for the duration, required by applicable law, pertaining to all Products (including, but not limited to fabric, apparel, footwear, accessories, home furnishings, home textiles, furniture, and luggage,) subject to this Purchase Order. Vendor shall notify Purchaser of any incident involving any product subject to this Purchase Order, received from a consumer or applicable federal, national, provincial or state regulatory agency. Vendor shall be responsible for filing any required reports or taking other such actions required as a result of the receipt of such incident report, or as requested or required by the applicable regulatory agency.

(D) Vendor warrants that the prices for the articles sold to Purchaser hereunder are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. In the event Vendor reduces its price for such article during the term of this order, Vendor agrees to reduce the prices hereof correspondingly. Vendor warrants that prices shown on the Purchase Order shall be complete, and no additional charges (including, but not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating) of any type shall be added without Purchaser's express written consent.

(E) WARRANTIES REGARDING FOREIGN TRADE.

Anti-corruption and Anti-bribery. Vendor represents and warrants that it shall at all times comply with all applicable anti-bribery and anti-corruption laws, regulations and administrative requirements, including but not limited to the Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act of 2010 ("UKBA"), and other anti-corruption and anti-bribery laws existing in jurisdictions where Vendor does business (collectively, the "Relevant Requirements") and shall not take any action that will or may cause Purchaser or any entity of the Purchaser to be in violation of such Relevant Requirements. Vendor shall prohibit any, direct or indirect, offer, payment, solicitation, receipt or any other form of bribe or payment of money or other things of value, including but not limited to facilitation payments, to government officials¹, political parties or party officials, candidates for political office, or any other person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any of the aforementioned persons or organizations, or any other person for purposes of making a bribe, or for the purpose of improperly influencing or obtaining an improper advantage in connection with obtaining or retaining business.

Economic Sanctions (OFAC Regulations). Vendor shall comply with U.S. export control and sanctions laws and regulations at all times and, accordingly, Vendor represents and warrants that: (i) neither it, nor any of its owners, directors, workers or employees is (1) a Specially Designated National (SDN), (2) a blocked person, or (3) listed or subject to other Sanction Lists administered by the United States Department of Treasury Office of Foreign Assets Control ("OFAC") (each, an "OFAC-Listed Person"); (ii) none of Vendor or any owner or senior manager of Vendor is a department, agency or instrumentality of, or is otherwise directly or indirectly controlled by or acting on behalf of (a) the government of any country that is the target of any of the economic sanction programs administered by OFAC (31 C.F.R. Parts 501 through 598), including Cuba, Iran, North Korea, the Crimea region of the Ukraine, Sudan and Syria, or (b) any OFAC-Listed Person; (iii) none of the funds or other property used by Vendor to perform any of its obligations constitute or will constitute blocked funds, property, or interests in property; (iv) Vendor and each of its owners acknowledge that the sale of or diversion of products contrary to U.S. law is prohibited, and neither Vendor nor any of its owners or suppliers will sell or divert Products contrary to U.S. law; and (v) the inclusion of Vendor, any of its owners or managers or anyone associated with any of them or any of their owners as an OFAC-Listed Person, or the sale of Products contrary to U.S. export control and sanctions laws and regulations shall constitute grounds for immediate termination of this Purchase Order without recourse to Vendor.

Conflict Minerals. "Conflict Minerals" mean gold, columbite-tantalite (coltan), cassiterite (tin), and wolframite (tungsten) (collectively, "3TGs") sourced from non-certified mines in the Democratic Republic of Congo, its adjoining countries (Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia), and other areas identified in the U.S. State Department's Conflict Minerals Map (collectively referred to as the "DRC"), which may be used in the manufacture of various consumer products, RLC prohibits the use of Conflict Minerals in its Products. Vendor certifies and agrees that it has not knowingly used Conflict Minerals in the manufacture of RLC Products and, as periodically requested by RLC, Vendor shall identify, document and disclose to RLC, the chain-of-custody or otherwise trace the source origins of any 3TGs utilized in its supply chain.

7. INDEMNIFICATION: Vendor agrees to appear, defend (through counsel reasonable satisfactory to Purchaser), indemnify and hold harmless Purchaser, its corporate affiliates, successors, assigns, agents, customers, employees and users of its Products, from and against any and all actions, litigation claims, liabilities loss,

¹ As used herein, "government officials" include any officer or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency or instrumentality, or for or on behalf of any such public international organization. The term also includes officials of a political party (or the political party as a whole), a candidate for government office, officials of international organizations, such as the United Nations or the World Bank, and individuals who have functional authority as an official, but are not actually in the employment of the government (such as consultants and special advisors to governments or government officials). The term includes officers and employees of state-owned enterprises, even those operating in a commercial capacity, including hospitals and health facilities.

Exhibit VI

damages (whether direct or indirect, incidental, consequential or otherwise), expenses or costs (including attorneys' fees) which may arise out of, relate to or be connected in any way with: (a) the resale or use, including misuse, of any product covered by this Purchase Order; or (b) in connection with or resulting from the breach of any covenant, representation or warranty made by Vendor herein or in connection with such product including, without limitation liability based upon death or injury to any person (including Purchaser's employees) or damage to property resulting or arising or alleged to result or arise from or out of the resale or use of such product; or (c) in connection with the alleged violation of any statutes, ordinance, rule, regulation or order which any product covered by this Purchase Order is subject to, whether or not referenced in this Purchase Order; or (d) any alleged infringements of any patent, trademark, trade name, copyright or similar rights. Any material misrepresentation or omission in export or import documentation or other certifications shall automatically constitute a breach of contract allowing for immediate cancellation of this Purchase Order. Vendor shall also be liable for all additional expenses caused by improper packing, addressing, misclassification, material misrepresentation or omission on any certificate, or failure to follow instructions.

8. TERMINATION FOR CONVENIENCE OF PURCHASER. Purchaser reserves the right to terminate this Purchase Order or any part hereof for its sole convenience. In the event of such termination, Vendor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. If Purchaser shall terminate this Purchase Order after Vendor's cancellation date, Vendor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Vendor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Vendor's suppliers or subcontractors which Vendor could reasonably have avoided.

9. TERMINATION FOR CAUSE. Any default by Vendor or failure by Vendor to comply with any of the terms and conditions of this Purchase Order including, but not limited to late deliveries, deliveries of Products defective, mislabeled or otherwise non-conforming with applicable laws, regulations or Purchaser's specifications and standards, including but not limited to any misrepresentation or omissions in export or import documentation or other certifications required pursuant to this Purchase Order, or failure by Vendor to provide Purchaser, upon request, with reasonable assurances of future performance shall, in each instance, constitute a breach of contract and shall allow Purchaser to reject all or any part of this order, and Vendor may terminate this Purchase Order for cause. In the event of termination for cause, Purchaser shall not be liable to Vendor for any amount, and Vendor shall be liable to Purchaser for any and all damages including, but not limited to, consequential damages, and loss of profit sustained due to the default that gave rise to the termination. Products rejected by Purchaser shall continue to be at Vendor's risk and the return of such Products to Vendor shall be the sole responsibility of Vendor and at Vendor's expense. Any acceptance or deemed acceptance by the Purchaser of Products hereunder shall not affect Purchaser's right to terminate the Purchase Order due to a breach by Vendor.

10. CONFIDENTIALITY • ADVERTISING • EXCLUSIVITY • INTELLECTUAL PROPERTY RIGHTS • PURCHASER'S PROPERTY.

Vendor shall consider all information furnished by Purchaser to be confidential, shall not, without written permission from Purchaser, disclose such information to any other person, and shall not use such information for any purpose other than in performance of this Purchase Order. Such "Confidential Information" shall include, but not be limited to, oral and written or printed materials in the form of designs, patterns, prototypes, drawings, specifications, technical information, color swatches, fabric, trim, finished goods, hangtags, labels, packaging or business, financial, marketing and advertising materials or other documents furnished or made available to Vendor by Purchaser. Vendor shall not advertise or publish the fact the Purchaser has contracted to purchase Products from Vendor, nor shall any information relating to the Purchase Order be disclosed without Purchaser's written permission. Unless otherwise agreed in writing, no commercial, financial, or technical information disclosed in any manner or at any time by Vendor to Purchaser shall be deemed secret or confidential and Vendor shall have no rights against Purchaser with respect thereto except such rights as may exist under patent laws. Vendor shall not produce, for a period of one year after the last delivery of Products ordered hereunder, any product of the same or similar design, for itself or any third party, without the prior written consent of Purchaser. Vendor shall not supply, to any third party, any item of Purchaser's design or RLC Material (as hereinafter defined), and agrees to refer all inquiries or all orders for such items to Purchaser. As used herein, "Intellectual Property Rights" means any and all patents, trademarks, names, designs, characters, logos, artwork (including colors, shapes, textures, paper patterns, symbols, wash-, stain- and dye-processes and treatments, and other construction or model details) including any copyrights, service marks, domain names, trade name, trade dress, rights of privacy, publicity and biography, trade secret, know-how, moral rights and all other intangible proprietary or intellectual assets, rights and privileges, and any and all rights in any of the foregoing, and any and all renewals and extensions or protections thereof, now or hereafter known, however known or denominated throughout the universe, in perpetuity, under any present or future laws, and all good will associated therewith. The term "RLC Material" means all Confidential Information and Intellectual Property Rights owned or used under license by RLC. The term "Vendor Material" means Intellectual Property Rights owned or used under license by Vendor.

As between the Purchaser and Vendor, (i) the Purchaser shall be the sole and exclusive owner of all Intellectual Property Rights in RLC Material, and (ii) Vendor shall be the sole and exclusive owner of all Intellectual Property Rights in Vendor Material. Vendor agrees that the Purchaser exclusively owns all rights, of every kind and nature, in any product that results from any work and any confidential information developed by Vendor or by the Purchaser under this agreement. For the sake of clarity, to the extent that any work created by Vendor (whether independently or in combination with work or materials provided by the Purchaser), is copyrightable, such work shall be deemed to be a work made for hire belonging, from its inception, exclusively to the Purchaser. Vendor further hereby forever assigns, transfers and quitclaims in favor of the Purchaser any and all rights and interest, of every kind and nature, including but not limited to copyright, patent and trademark rights, that Vendor may have or acquire in any product development work it creates in the course of its relationship with the Purchaser, whether such work was created independently or jointly with materials or contributions from the Purchaser, unless otherwise agreed to in writing. Vendor hereby waives any and all claims that it may now or hereafter have in any jurisdiction to so-called "droit moral," "moral rights" or other rights comparable thereto with respect to RLC Material. Vendor shall not use RLC Material without the express written consent of Purchaser. All components furnished by Purchaser to Vendor shall remain the property of Purchaser. Vendor shall maintain a written inventory of such components and shall return any remaining inventory to Purchaser on demand.

11. FORCE MAJEURE. Purchaser may delay delivery or acceptance occasioned by causes beyond its control. Vendor shall hold such Products at the direction of Purchaser and shall deliver them when the cause affecting the delay has been removed. Purchaser shall be responsible only for Vendor's direct additional costs in holding the Products or delaying performance of this agreement at Purchaser's request.

12. CHANGES TO PURCHASE ORDER. Purchaser shall have the right, at any time, to make changes in drawings, designs, specifications, materials, packaging, time, and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for performance, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. Vendor agrees to accept any such changes subject to this paragraph. This Purchase Order may not be modified or terminated orally, and no modification or termination nor any claimed waiver of any provisions hereof shall be binding unless in writing and acknowledged by the party against whom such modification, termination, or waiver is sought to be enforced.

13. RECORDKEEPING. Vendor agrees to preserve accurate records of all transactions relating to this Purchase Order, and agrees that Purchaser or its representatives shall have the right to examine such records, and to make photocopies thereof or extracts therefrom, at all reasonable hours. Vendor agrees to preserve all such records for at least seven years after such records are received or generated by Vendor.

14. ENTIRE AGREEMENT. This Purchase Order and the samples submitted to Purchaser in connection therewith, and any documents and materials referred to herein and on the face hereof, constitute the entire agreement between the parties.

15. ASSIGNMENTS AND SUBCONTRACTING. No part of this order may be assigned, delegated or subcontracted without prior written approval of Purchaser. No product shall be manufactured by any manufacturer, contractor or subcontractor ("Subcontractor") until such proposed Subcontractor has completed a Vendor Compliance Packet, all applicable audits and inspections have been performed, and all other approvals have been obtained from Purchaser.

16. SET OFF. All claims for money due or to become due from Purchaser shall be subject to deduction or set off by Purchaser by reason of any counterclaim arising out of this or any other transaction with Vendor.

17. WAIVER. Purchaser's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege, or Purchaser's waiver of any breach hereunder, shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

Exhibit VI

18. LIMITATION ON PURCHASER'S LIABILITY. In no event shall Purchaser be liable for anticipated profits or for incidental or consequential damages of Vendor. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach thereof shall in no case exceed the price allocable to the Products or service or unit thereof which gives rise to the claim. Vendor hereby waives all claims against Purchaser for incidental, special, exemplary or consequential damages, whether based upon theories of contract, tort or otherwise.

19. GOVERNING LAW, VENUE AND LANGUAGE. This Purchase Order shall be a contract made in the state of New York, United States of America and governed by the laws thereof applicable to contracts to be performed wholly within such state without giving effect to principles of conflicts of laws. The parties agree that the exclusive venue for any suit or cause of action arising, directly or indirectly, out of this Purchase Order shall be in any state or federal court in New York and Vendor hereby consents to jurisdiction in such court in any such suit or cause or action. Vendor also agrees that service of process may be effectuated by mail upon Vendor's principal place of business. The parties have agreed that this Purchase Order shall be made in the English Language, and each party represents and warrants that it has the requisite skills in English to understand the content of this Purchase Order.

20. AFFIRMATIVE ACTION. Vendor will not discriminate against any employee or candidate for employment because of race, color, religion, sex, national origin or handicap, and will comply with E.O.#11246, The Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and all applicable regulations there-under, including applicable Affirmative Action Clauses, which are incorporated by reference herein.

21. NON-APPAREL INSURANCE REQUIREMENTS (*NOT APPLICABLE to books, periodicals, stationery).

General (Public) Liability including Products Liability Insurance:

A. Vendor shall provide evidence to Purchaser of General (Public) Liability which includes PRODUCTS LIABILITY insurance on an official format (please see attached sample). Vendor agrees to maintain this policy in full force and effect. The following minimum limits of liability shall be maintained:

1. US\$1,000,000 product liability for each occurrence and aggregate;
2. US\$1,000,000 personal and product advertising based injuries;
3. US\$3,000,000 general policy aggregate (total).

B. Vendor also agrees to maintain in full force and effect;

1. Workers' Compensation insurance providing statutory coverage and employers' liability insurance with the following minimum limits:
 - i. US\$500,000 bodily injury limit for each accident for employee;
 - ii. US\$500,000 bodily injury limit for disease policy for employee.

These policies shall contain a waiver of insurer's subrogation against Ralph Lauren Corporation where permitted by law.

2. Vendor also agrees to maintain in full force and affect an "excess umbrella liability insurance" providing coverage for general liability, Products liability, and employers' liability insurance policies described above. The minimum occurrence and aggregate (total) limits are US\$5,000,000.

Each of the insurance coverages described above must be purchased from insurance companies licensed to do business in the state, province or country in which the work is being performed. In addition, Ralph Lauren Corporation, including its officers, directors, employees, representatives, subsidiaries and affiliated companies shall be named as an "Additional Insured" for any loss arising out of or in any way connected with any services, work or product covered under this Purchase Order. All policies maintained by Vendor shall be written as primary policies, not contributing with and not supplemental to coverage Ralph Lauren may carry.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Vendor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under this Purchase Order. Receipt of any certificate showing less coverage than requested is not a waiver of Vendor's obligations to fulfill its requirements. Vendor may utilize reasonable deductibles given its size and financial stability. Vendor shall be responsible for any loss amount which lies within its deductible, up to the maximum amount of the deductible. All subcontractors used by Vendor pursuant to this Purchase Order shall be required to comply with the insurance requirements and limits specified above.

Prior to RLC providing its approval for Vendor to be an authorized supplier to Purchaser, Vendor agrees to furnish certificates of insurance (see attached sample) for the above-referenced coverage to: Risk Management Department, Ralph Lauren Corporation, 9 Polito Avenue, Lyndhurst, NJ 07071 USA, or via email to: GlobalRiskManagement@ralphlauren.com

Such certificates shall state that in the event of cancellation or material change, written notification shall be provided to Ralph Lauren Corporation at the above address at least 30 days in advance of such cancellation or change.

22. NOTICE. Any notice, request or other document to be given under this Purchase Order will be in writing and addressed to the party at the address stated in the front of the Purchase Order. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) three (3) business days after being mailed by first class mail, postage prepaid, or (iii) one (1) business day after being sent by a reputable overnight delivery service, postage or delivery charges prepaid.

23. SEVERABILITY. If the application of any provision hereof to any particular facts or circumstances will be held to be invalid or unenforceable, then: (a) such provision will be reformed to the extent necessary to render such provision valid and enforceable when applied to such particular facts or circumstances, and (b) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity and enforceability of all of the other provisions hereof, will in no way be affected or impaired thereby.

Company Name ("Vendor"): _____

Officer's Initial: _____

Exhibit VII

CONTINUING HAZARDOUS SUBSTANCES GUARANTEE

1. Policies

RLC maintains a policy of compliance with all applicable laws, regulations, statutes, ordinances, orders, and rules in the countries from which its sources and the countries into which it distributes product. As such, the Company requires all fabric, trims or related materials, apparel, accessories, footwear, home textiles, components and packaging thereof supplied or sold to the Company (collectively, "Product" or "Products") to strictly conform to or exceed the Company's standards and requirements and all applicable laws, regulations, statutes, ordinances, directives, orders, standards and requirements, in effect in the country of manufacture and countries of distribution, including but not limited to product safety regulations that either restrict or ban the use of certain chemicals or substances due to their toxic, hazardous or allergenic properties. "Packaging" or "packaging materials" means any and all containers that provide a means of marketing, protecting, or handling of products including, but not limited to, unit packaging, intermediate packaging, and shipping containers (e.g., poly bags, paper or cardboard inserts, corrugated boxes, inks, plastics, tape and labeling components of packaging).

The Company also prohibits any activity which is intended to exert undue influence over the test results or other analytical findings of a third-party service provider that conducts testing of Products, or which is otherwise designed to interfere with the independent technical judgement of Testing Laboratory personnel, as further defined herein. For purposes herein, "Testing Laboratory" includes but is not limited to, any independent testing laboratory or third party conformity assessment body whose accreditation has been accepted by the U.S. Consumer Product Safety Commission or its counterpart international regulatory bodies or agencies, to conduct certification testing on products to demonstrate compliance with any product safety rule. In those circumstances where the Vendor reasonably believes that test results received from a Testing Laboratory are inaccurate or erroneous, the Company expects the Vendor to ask the Testing Laboratory about those results and request additional testing to be performed as the Testing Laboratory deems appropriate in the exercise of its independent technical judgement or, in the alternative, Vendor may request another independent third party Testing Laboratory to perform such additional testing to verify the prior results.

2. Representations and Warranties

(i) **Compliance with Applicable Standards and Laws.** Vendor hereby acknowledges and agrees that it is aware of and understands RLC's policy requiring all Products supplied to the Company to be in compliance with the Company's global testing standards and requirements, and all applicable product safety laws. Vendor further acknowledges and warrants that all Product supplied or sold to the Company shall not be adulterated, misbranded, banned or mislabeled or otherwise in violation of the Company's standards and requirements, and the laws and regulations of the Product's country of manufacture or countries of distribution. Vendor further represents and warrants that all Products supplied or sold to the Company conforms to or exceeds the applicable mandatory and voluntary product safety standards, laws, regulations, and requirements that have been or will be issued, amended, or continue in effect in the country or origin and countries of distribution of the Product, including, to the extent applicable, but not limited to: the U.S. Consumer Product Safety Improvement Act ("CPSIA"), the U.S. Federal Hazardous Substances Act, the U.S. Federal Food, Drug and Cosmetic Act, the U.S. Flammable Fabrics Act, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Cal Prop 65"), the U.S. Federal Toxic Substances Control Act, the Canada Hazardous Products Act, the Canada Consumer Product Safety Act, the European Community ("EU") EC 1907/2006, Registration, Evaluation, Authorization, and Restriction of Chemicals ("REACH") Directive and applicable EU member state-specific implementing regulations, the American Apparel and Footwear Association ("AAFA") and RLC Restricted Substances Lists ("RSL") of banned or restricted chemical ingredients and materials, Japan's *Household Goods and Quality Labeling Law*, China's *Mandatory National Safety Standard*, Canada's Hazardous Products Act, Australia's Australian Consumer Law, Korea's Korean Product Safety Law, and Taiwan's CNS 15290 Safety of Textiles, and toxics in packaging laws including, but not limited to, the Model Toxics in Packaging Legislation developed by the U.S. Coalition of Northeastern Governors ("CONEG") and the European Union ("EU") [Directive 94/62/EC amended by 2004/12/EC - Packaging](#), as amended from time to time. Vendor hereby agrees to utilize the Company's *Technical Development Center Resource ("TDCR")* to ascertain and understand the Company's global testing standards and requirements. Vendor further agrees that it is responsible for monitoring, understanding and obtaining all knowledge and information necessary to understand, implement and otherwise administer management processes that ensure its compliance with the foregoing policies and requirements.

(ii) **Compliance with Testing Requirements.** Vendor represents and warrants that, prior to shipment or delivery of the Product, it has performed all reasonable and representative tests as prescribed by the U.S. Consumer Products Safety Commission, the U.S. Food and Drug Administration, the U.S. Federal Trade Commission, the EU national authorities, as applicable, including but not limited to periodic production tests conducted by certified independent conformity assessment bodies or accredited laboratories, and as additionally required by any other applicable regulations and laws of local and foreign jurisdictions where the Company distributes Products. Vendor further warrants that all tests performed demonstrate that the Products satisfy all applicable legal and regulatory standards of all local and foreign jurisdictions where the Company distributes products.

(iii) **Compliance with Documentation Requirements.** Vendor acknowledges and agrees to ensure compliance with the Company's requirement for submission of documentation, including laboratory test reports, original supplier certifications, analytical testing results or any other reasonable and adequate records to evidence Vendor's compliance with applicable laws and RLC's policies and requirements. All documentation shall be in English, and Vendor shall submit such documentation to RLC via the Company's TDCR portal and database of record, or such other database or system of record, as determined by the Company.

3. **Record-Keeping** Vendor shall preserve accurate records of all test reports related to the Products for at least seven (7) years after such records are received or generated by Vendor.

4. **Indemnification** Vendor hereby agrees to indemnify and hold the Company (its, officers, agents and employees) harmless from and against any and all claims, demands, causes of action, government actions, liabilities, loss, damages, expenses, penalties, fines or damages (including reasonable attorneys fees) which may arise out of Vendor's breach of the foregoing representations and warranties.

5. **Enforcement** RLC reserves the right, at any time, to randomly request and/or select materials, components, chemicals, trims, accessories or finished goods at any stage of product development or production, and subject the same to testing to verify compliance with the Company's policies and standards, including, but not limited to the product safety regulations or RSL restrictions in effect in the Product's country of manufacture or countries of distribution.

("Vendor")

Company Name: _____

Officer's Initial: _____

Date: _____

Exhibit VIII

TOXICS IN PACKAGING COMPLIANCE CERTIFICATION

By signing this Toxics in Packaging Compliance Certification Statement, the undersigned, on behalf of Vendor, hereby represents, warrants and certifies that all packaging and packaging components sold, provided or otherwise distributed to the Ralph Lauren Corporation, its affiliates and subsidiaries, including, but not limited to Club Monaco, Corp. (collectively, "RLC" or the "Company"), comply with all applicable toxics in packaging regulatory standards in all local and foreign jurisdictions where the Company distributes Products (as defined herein), including, but not limited to the Model Toxics in Packaging Legislation developed by the U.S. Coalition of Northeastern Governors ("CONEG") and the European Union ("EU") Directive 94/62/EC amended by 2004/12/EC - Packaging (collectively, the "Toxics in Packaging Laws"). Specifically:

- (a) Vendor certifies that regulated Heavy Metals (lead, mercury, cadmium and hexavalent chromium, collectively referred to as "Heavy Metals") have not been intentionally added to any packaging or packaging components during the manufacturing process;
- (b) Vendor further certifies that the sum of the incidental concentration levels of Heavy Metals present in any packaging or packaging component does not exceed 100 parts per million by weight; and
- (c) Vendor further certifies that no materials used to replace any Heavy Metals are present in a quantity or manner that creates a hazard as or greater than the hazard created by the regulated Heavy Metals.
- (d) Vendor agrees to maintain adequate documentation to support this certification, including but not limited to laboratory test reports, analytical testing results or other documentation to evidence Vendor's compliance with the requirements of the Toxics in Packaging Laws. Vendor will provide such documentation to RLC for inspection, promptly upon request. All documentation shall be in English, and Vendor shall submit such documentation to RLC via the Company's TDCR portal and database of record, or such other database or system of record as determined by the Company.

For purposes hereof, "Product" refers to all fabric, trims or related materials, apparel, accessories, footwear, home textiles, components and packaging thereof supplied or sold to the Company. "Packaging" means any and all materials and containers that provide a means of marketing, protecting, and/or handling of products. Packaging includes, but is not limited to, unit packaging, intermediate packaging, and shipping containers (e.g., poly bags, paper or cardboard inserts, corrugated boxes, inks, plastics, tape and labeling components of packaging).

Vendor acknowledges and agrees that RLC shall, at all times, reserve the right to randomly request and/or select materials or components at any stage of product development or production, and subject the same to testing to verify compliance with the Company's policies and standards, including, but not limited to the Toxics in Packaging Laws in effect in the Product's country of manufacture or countries of distribution.

("Vendor")
Company Name: _____
By:

(SIGNATURE)

Name:
Title:
Date:

Exhibit IX

ELECTRONIC DATA INTERCHANGE AGREEMENT

RLC and Vendor desire to facilitate purchase and sale transactions ("Transaction") by electronically transmitting and receiving data in agreed upon formats in substitution for conventional paper-based documents and to assure that such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

Section 1, Prerequisites.

1.1 Electronic Documents; Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets as agreed to and listed in the ANSI X12/VICS EDI STANDARD GUIDELINES, as may be amended from time to time ("Guidelines"), available online at <http://www.x12.org/> and made a part hereof, and such additional transaction sets which the parties by written agreement add to the Guidelines from time to time (collectively "Electronic Documents"). Any transmission of data which is not an Electronic Document shall have no force or effect between the parties unless justifiably relied upon by the receiving party. All Electronic Documents shall be transmitted in accordance with the standards set forth in the Guidelines. Electronic transmissions shall be deemed to satisfy any legal formalities requiring that agreements be in writing in accordance with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §7001) and the Uniform Electronic Commerce Act (Canada, 2001) and accompanying provincial implementing legislation.

1.2 Third Party Service Providers. (a) Electronic Documents will be transmitted electronically to each party either, as specified in the Guidelines, directly or through any third party service provider ("Provider") with which either party may contract provided that in all instances Vendor's choice of Provider is subject to RLC's prior written approval and consent. Either party may modify its election to use or not use a Provider upon thirty (30) days prior written notice to the other party, provided, however, that any new Provider utilized by Vendor shall be subject to RLC's prior written approval and consent; (b) Each party shall be responsible for the costs of any Provider with which it contracts, unless otherwise set forth in the Guidelines; (c) Each party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Electronic Documents, or performing related activities, for such party; provided, that if both the parties use the same Provider to effect the transmission and receipt of an Electronic Document, the originating party shall be liable for the acts or omissions of such Provider as to such Electronic Document.

1.3. System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive the Electronic Documents.

1.4. Security Procedures. Each party shall properly use security procedures, including those specified in the Guidelines, if any, which are reasonably sufficient to ensure that all transmissions of Electronic Documents are authorized and reasonably sufficient to protect its business records and data from improper access.

1.5. Signatures. Each party shall adopt, as its signature, an electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained in each Electronic Document transmitted by such party ("Signatures"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Electronic Documents shall be sufficient to verify such party originated such Electronic Documents. Neither party shall disclose to any unauthorized person the Signatures of the other party.

Section 2, Transmissions.

2.1. Proper Receipt. Electronic Documents shall not be deemed to have been properly received and no Electronic Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer as defined in the Guidelines.

2.2. Verification. The receiving party shall not transmit a functional acknowledgement in return, unless agreed to in advance, as specified in the Guidelines.

2.3. Acceptance. If acceptance of an Electronic Document is required by the Guidelines, such Electronic Document which has been properly received shall not give rise to any obligation unless and until the party initially transmitting such Electronic Document has properly received in return an Acceptance Document as defined in the Guidelines.

2.4. Garbled Transmissions. If any properly transmitted Electronic Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party in a reasonable manner (as defined in the Guidelines), unless the originating party is unidentifiable from the received Electronic Document. In the absence of such a notice, subject to the above exception, the originating party's records of the contents of such Electronic Document shall control.

Section 3, Transaction Terms.

3.1. Terms and Conditions. This Agreement is to be considered part of any other written agreement referencing it or referenced in the Guidelines. In the absence of any other written agreement applicable to any Transaction made pursuant to this Agreement, such Transaction (and any related communication) also shall be subject to the terms and conditions included on the printed applicable forms attached to or identified in the Guidelines, as the same may be amended from time to time by written agreement signed by both parties, (the "Legal Documents"). The parties acknowledge that the terms and conditions set forth on such Legal Documents may be inconsistent, or in conflict, but agree that any conflict or dispute that arises between the parties in connection with any such Transaction will be resolved as if such Transaction had been effected through the use of such Legal Documents. The terms of this Agreement and the Legal Documents shall prevail in the event of any conflict with any other terms and conditions applicable to any Transaction.

3.2. Confidentiality. Any trade information contained in this Agreement, any Electronic Document or Guidelines hereto or otherwise exchanged between the parties relating to this Agreement shall be considered confidential (whether or not such is marked "Confidential"), unless both parties consent otherwise in writing.

3.3. Validity; Enforceability.

- a) This Agreement evidences the parties' mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Electronic Documents specifying certain of the applicable terms.
- b) Except where otherwise expressly provided herein, any Electronic Document properly transmitted pursuant to this Agreement shall be considered, in connection with any Transaction, any other written agreement described in Section 3.1 of this Agreement, to be a "writing" or "in writing"; and any such Electronic Document when containing, or to which there is affixed, a Signature ("Signed Electronic Documents") shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.
- c) The conduct of the parties pursuant to this Agreement, including the use of Signed Electronic Documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of performance accepted by the parties in furtherance of this Agreement and any other agreement described in Section 3.1.

Exhibit IX

- d) The parties agree not to contest the validity or enforceability of Signed Electronic Documents under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the party to be bound thereby. Signed Electronic Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Electronic Documents under either the business records exception to the hearsay rule nor the best evidence rule on the basis that the Signed Electronic Documents were not originated or maintained in documentary form.

Section 4, Miscellaneous.

- 4.1. Termination. This Agreement shall remain in effect until terminated by either party with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Electronic Documents or otherwise under this Agreement prior to the effective date of termination.
- 4.2. Severability. Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- 4.3. Entire Agreement. This Agreement and the Guidelines constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. Modification or waiver of any of the provisions of this Agreement shall be effective only by a paper-based writing signed by both parties. No obligation to enter into any Transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.
- 4.4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.
- 4.5. Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any Transaction or any Electronic Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Electronic Documents.
- 4.6. Exclusion of Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Electronic Documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages.

Company Name ("Vendor"): _____

Company Officer's Initials: _____

Exhibit X

BAILMENT AGREEMENT
(Material Storage and Processing)

This Agreement (herein referred to as the "Bailment Agreement") encompasses the present placement by the Company (hereinafter "Bailor") of fabric, piece goods, trim, hardware, other materials and finished goods (collectively, "Goods") and any future placement and replacement of additional Goods, if any, with the undersigned Vendor (hereinafter "Bailee") at premises identified as the "Company Office Street Address" as set forth on page two of the *Vendor Compliance Packet*, or at such other location as otherwise mutually agreed upon in writing by the parties hereunder.

Bailee agrees to accept delivery of, store and hold the Goods and all other goods now or hereafter coming into Bailee's possession which are delivered to it for the Company's account or are owned by the Company, as bailee and as agent on the Company's behalf pursuant to the following terms and conditions:

- 1) Bailee acknowledges that it has no ownership interest in the Goods and that its interest the Goods is merely that of bailee for the Company.
- 2) Bailee agrees not to sell, assign, pledge, mortgage, lend or otherwise deliver possession of or encumber the aforesaid Goods or any part thereof except by direction from the Company. At all times, Bailee shall inform the Company of the address or addresses where the Goods are stored and shall not remove any part therefrom without the Company's prior written consent (unless required by emergency circumstances to allow for the safety and preservation of the Goods, in which event Bailee shall promptly provide the Company with written and verbal notification of such removal, circumstances of the emergency necessitating such removal, and new location of the Goods).
- 3) Bailee agrees to store the Goods in a manner so as to provide immediate identification of the Goods as Company's goods. Bailee agrees, to the extent practicable, that it will keep the Goods separate and apart from other goods in its possession and label the storage location with a legend identifying the Goods as owned by the Company.
- 4) Bailee shall provide premises which are safe for the storage of the Goods. The Company shall insure the Goods from fire, casualty and other insurable risks by insurance at the Company's sole cost and expense, or by means of self-insurance. Bailee shall notify the Company immediately of any loss or damage to the Goods of which it becomes aware.
- 5) To the extent permitted by applicable insurance policies and insurers, Bailee and the Company agree that each shall waive subrogation in favor of the other party. However, in cases of gross negligence or willful acts or omissions, such a waiver cannot be applied.
- 6) The Company has agreed to pay Bailee consideration for services rendered relative to the Goods which may come into its possession under this Bailment Agreement or any other deliveries of items to Bailee. Bailee acknowledges that all deliveries of Goods to Bailee by the Company or for the Company's account shall be under and subject to this Bailment Agreement, unless specifically noted otherwise in writing. Bailee agrees to give the Company immediate notice upon delivery of Goods. Bailee shall keep detailed records of its handling of Company's Goods, in accordance with sound business practices and as otherwise requested by the Company.
- 7) In the event that the Company authorizes the examination of goods by Bailee, Bailee agrees to give the Company immediate notice of faults, defects or non-conformities which it discovers with respect to the Goods. Bailee agrees that the Company may, at any time, cause the inspection of the Goods at Bailee's premises with reasonable notice. Bailee shall comply with the Company's instructions for the delivery or shipment of any Goods. Bailee shall provide a report to the Company reflecting a detailed comprehensive accounting for the Goods, including all finished goods and any unused material, as well as the quantity used to process the Goods required by the Company and contracted with Bailee.
- 8) It is agreed that at all times the Goods shall be and shall remain subject to the full direction, control and ownership of the Company. The Company agrees to give notice of all instructions in connection with the Goods. This Bailment Agreement is intended to cover Goods currently entrusted with Bailee and future Goods to be delivered to Bailee, if any. Notwithstanding anything contained to the contrary herein, this Bailment Agreement does not constitute an agreement nor create any obligation to deliver additional work orders or Goods to Bailee.
- 9) Notwithstanding anything to the contrary contained herein, this Bailment Agreement shall not be construed as a waiver by Bailor of any rights against the Goods.

Company Name ("Vendor"): _____

Officer's Initial: _____

Exhibit XI

Technology, Privacy, Confidentiality and Information Security

This Technology, Privacy, Confidentiality and Information Security Exhibit sets forth the terms and conditions relating to the privacy, confidentiality and security of Personal Data, as hereinafter defined, associated with all products, goods, and/or services to be provided or supplied by Vendor to the Company.

Whereas, Company shall provide Vendor with access to Personal Data in connection with certain products; and

Whereas, Company requires that Vendor preserve and maintain the privacy, confidentiality and security of such Personal Data.

Now therefore, in consideration of the mutual covenants and agreements in this Exhibit and the VCP and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Company and Vendor agree as follows:

A. DEFINITIONS

1. "Personally Identifiable Information" means any information relating to an identified or identifiable natural person (such as name, postal address, email address, telephone number, date of birth, Social Security number (or its equivalent), driver's license number, account number, credit or debit card number, identification number, health or medical information, any other unique identifier or one or more factors specific to an individual's physical, physiological, mental, economic, cultural or social identity).
2. "Process" or "Processing" means any operation or set of operations performed upon Personal Data, as hereinafter defined, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using or disclosing.

B. PRIVACY AND DATA PROTECTION

1. Vendor represents, warrants and covenants as follows:
 - (A) Vendor and its employees, agents, consultants and contractors shall hold in strict confidence (i) the existence and terms of this Exhibit, the VCP and any related agreement; (ii) any and all Personally Identifiable Information (whether in individual or aggregate form and regardless of the media in which it is contained) that may be disclosed at any time to Vendor or its employees, agents, consultants or contractors by Company or its employees, agents, consultants or contractors in anticipation of, in connection with or incidental to the performance of services or provision of goods or products for or on behalf of Company; (iii) any and all Personally Identifiable Information (whether in individual or aggregate form and regardless of the media in which it is contained) that may be Processed at any time by Vendor or its employees, agents, consultants or contractors in connection with or incidental to the performance of services or provision of goods or products for or on behalf of Company; and (iv) any information derived from the information described in (ii) and (iii) above ((ii), (iii) and (iv) collectively, "Personal Data").
 - (B) Vendor and its employees, agents, consultants and contractors shall hold in strict confidence (i) the existence and terms of this Exhibit, the VCP and any related agreement; (ii) any and all Personally Identifiable Information (whether in individual or aggregate form and regardless of the media in which it is contained) that may be disclosed at any time to Vendor or its employees, agents, consultants or contractors by Company or its employees, agents, consultants or contractors in anticipation of, in connection with or incidental to the performance of services or provision of goods or products for or on behalf of Company; (iii) any and all Personally Identifiable Information (whether in individual or aggregate form and regardless of the media in which it is contained) that may be Processed at any time by Vendor or its employees, agents, consultants or contractors in connection with or incidental to the performance of services or provision of goods or products for or on behalf of Company; and (iv) any information derived from the information described in (ii) and (iii) above ((ii), (iii) and (iv) collectively, "Personal Data").
 - (C) Vendor shall not share, transfer, disclose or otherwise provide access to Personal Data to any third party, unless Company has authorized Vendor to do so in writing.
 - (D) Vendor shall restrict access to Personal Data to those employees, agents, consultants and contractors who have a need to know the Personal Data as a condition to Vendor's performance of services or provision of goods or products for or on behalf of Company and who have explicitly agreed to comply with legally-enforceable privacy, confidentiality and security obligations that are substantially similar to those required by this Exhibit.
 - (E) Vendor shall comply with (i) all applicable laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of Personal Data (collectively, "Privacy Laws"); (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security; and (iii) applicable provisions of every Company privacy policy, statement or notice that is provided to Vendor in writing.
 - (F) Vendor shall immediately inform Company in writing of any requests with respect to Personal Data received from Company's customers, consumers, employees or others. Vendor shall respond to such requests in accordance with the terms of this Exhibit, the VCP or Company's instructions.
 - (G) Subject to applicable law, Vendor shall notify Company immediately in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of Personal Data. Company shall have the right to defend such action in lieu of and on behalf of Vendor. Company may, if it so chooses, seek a protective order. Vendor shall reasonably cooperate with Company in such defense.
 - (H) All Personal Data shall at all times be and remain the sole property of Company, and Vendor shall not have or obtain any rights therein.
 - (I) Vendor shall immediately inform Company in writing of any violation of any provision of this Section B or any actual or suspected theft or unauthorized Processing, loss, use, disclosure or acquisition of, or access to, any Personal Data (hereinafter "Information Security Incident") of which Vendor becomes aware. Such notice shall summarize in reasonable

Exhibit X

detail the effect on Company, if known, of the Information Security Incident and the corrective action taken or to be taken by Vendor. Vendor shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with Company in all reasonable and lawful efforts to prevent, mitigate or rectify such Information Security Incident. The content of any filings, communications, notices, press releases or reports related to any Information Security Incident must be approved by Company prior to any publication or communication thereof.

- (J) Vendor shall not subcontract any of its rights or obligations under this Exhibit without the prior written consent of Company. Vendor shall only retain contractors that Vendor reasonably can expect to be suitable and capable of performing the delegated obligations in accordance with this Exhibit, the VCP and Company's instructions. Where a contractor fails to fulfill its obligations under any agreement with Vendor or incurs any liability with regard to Personal Data, Vendor shall be fully responsible to Company for any obligations or liabilities of the contractor.
- (K) Vendor shall develop, maintain and implement a comprehensive written information security program that includes appropriate administrative, technical, physical, organizational and operational safeguards and other security measures designed to (i) ensure the security and confidentiality of Personal Data, (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Data, and (iii) protect against any Information Security Incident.
- (L) Vendor shall exercise the necessary and appropriate supervision over its relevant employees, agents, consultants and contractors to maintain appropriate privacy, confidentiality and security of Personal Data. Vendor shall provide training, as appropriate, regarding the privacy, confidentiality and information security requirements set forth in this Exhibit to employees, agents, consultants and contractors with access to Personal Data.
- (M) Vendor shall deal promptly and appropriately with any inquiries from Company relating to the Processing of Personal Data subject to this Exhibit or the VCP.
- (N) Promptly upon the expiration or earlier termination of the VCP, or such earlier time as Company requests, Vendor shall return to Company or its designee, or securely destroy or render unreadable or undecipherable if return is not reasonably feasible or desirable to Company, each and every original and copy in every media of all Personal Data in Vendor's possession, custody or control. In the event applicable law does not permit Vendor to comply with the delivery or destruction of the Personal Data, Vendor warrants that it shall ensure the confidentiality of the Personal Data and that it shall not Process any Personal Data after termination of the VCP.

2. Right to Monitor

RLC shall have the right to monitor Vendor's compliance with the terms of this Section B. During normal business hours, and without prior notice, Company or its authorized representatives may inspect Vendor's facilities and equipment, and any information or materials in Vendor's possession, custody or control, relating in any way to Vendor's obligations under this Section B. An inspection performed pursuant to this Section B shall not unreasonably interfere with the normal conduct of Vendor's business. Vendor shall cooperate fully with any such inspection initiated by Company.

3. Injunctive Relief

Vendor agrees that any Processing of Personal Data in violation of this Section B or any applicable Privacy Law, or any Information Security Incident, may cause immediate and irreparable harm to Company for which money damages may not constitute an adequate remedy. Therefore, Vendor agrees that Company may obtain specific performance and injunctive or other equitable relief for any such violation or incident, in addition to its remedies at law, without proof of actual damages or the necessity of securing or posting a bond in connection with such remedy.

C. INDEMNIFICATION

Vendor agrees to indemnify and hold harmless RLC, its affiliates, and subsidiaries, and each of their respective officers, employees, directors and agents from, and at Company's option defend against, any and all claims, losses, liabilities, costs and expenses, including third-party claims, reasonable attorneys' fees, consultants' fees and court costs (collectively, "Claims"), to the extent that such Claims arise from, or may be in any way attributable to (i) any violation of Section B of this Exhibit; (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of Vendor or its contractors or their respective employees, agents, consultants or other representatives; (iii) Vendor's use of any contractor providing services or products or goods in connection with or relating to Vendor's performance under this Exhibit or the VCP; or (iv) any Information Security Incident involving Personal Data in Vendor's possession, custody or control, or for which Vendor is otherwise responsible.

("Vendor")

Company Name: _____

Company Officer's Initials: _____

Date: _____