Exhibit B

Terms Applicable to Private Label

This exhibit applies to any purchases of Product for sale under a brand owned or exclusively licensed by a Macy's, Inc. subsidiary or division or otherwise considered "private label" in the customary meaning of such term, with any dispute as to its applicability to be resolved by Purchaser.

DEFINITIONS. The term of sale "**FOB**" as used in this Agreement means that seller will transfer risk of loss and title to buyer at the later of 24 hours after lading or receipt from the freight forwarder of notice that the goods have been received and are in exportable condition for ocean shipments, or when the flight enters international air space for air shipment. **"FOB"** further means the seller shall pay for the transportation of the Goods to the port of shipment, plus loading costs, and shall cover the costs of Container Freight Station delivery and the factory load container. The term of sale "**LDP**" as used in this Agreement means Landed Duty Paid. For LDP, the Vendor is responsible for importing and delivering the Goods to either a Macy's Merchandising Group deconsolidation facility or a Macy's, Inc. distribution center.

1. **PERMITS AND APPROVALS.** Vendor shall procure all quota allocations, permits, licenses and approvals and all other permissions of any kind required to ship Goods from their point of origin into the United States, all of which is included in the price set forth in the Purchase Order.
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2. **VENDOR INVOICES.** Vendor's invoices, bills of lading, receipts and like documents must be furnished in accordance with terms of the Purchase Order and Purchaser's further instructions, including as to shipping. All Vendor invoices shall be in the English language and shall specify: (a) country of origin; (b) name of Vendor's employee who can provide any necessary additional information; (c) Purchaser Purchase Order number; (d) Vendor's identification number; (e) style number or other identification of the Goods; (f) quantities shipped; (g) component materials in the Goods (quantity and chief value of each); (h) name of actual manufacturer; (i) port of lading; (j) port of destination; (k) international carrier, and, if applicable, discounts and any other amounts to be deducted. Invoices shall be accompanied by all labeling information and disclosures required to comply with all Applicable Laws.

3. **EXCLUSIVITY AND INTELLECTUAL PROPERTY.** All formulas, recipes, proprietary production processes, designs, artwork, trademarks, trade dress, labels, tags, specifications, techniques, mechanical features, inventions, improvements, and any other intellectual property are, individually and collectively, **"Creative Content".** Any person or entity contributing Creative Content to the Product through Vendor is a **"Contributor."** All Goods governed by this Exhibit and the Creative Content integrated therein shall be reserved exclusively for Purchaser's use during the time Purchaser is selling the Goods unless otherwise expressly agreed in writing by the Parties. If Goods are developed for Purchaser or co-developed by the Parties, Vendor further grants Purchaser an exclusive, perpetual, and unlimited license to any rights which Vendor or Contributors may have therein. Vendor understands that this may require it to obtain written assignments from Contributors before such contribution, and represents that it shall do so.

4. **VENDOR COVENANTS.** With the acceptance of each Purchase Order, Vendor represents, warrants and agrees that:

    a. It will not subcontract any portion of its work pursuant to a Purchase Order related to the sourcing of materials, assembly, manufacturing, packing and loading of finished products without first obtaining Purchaser's prior written approval as to the subcontractor to be used ("**Subcontractor**"**)** and the nature of the work to be performed thereby. Vendor further represents that it will not resell Goods to Purchaser that were purchased by Vendor from third parties without having first obtained the written approval of Purchaser as to the third-party manufacturer for that specific transaction.

Vendor acknowledges that any Subcontractor must be bound by the terms of the Purchase Order and this Agreement, and that notwithstanding the foregoing or any other provision of this Agreement, Vendor shall remain obligated to Purchaser for the performance of all obligations thereunder.

b. Vendor will properly complete and execute all required country of origin declarations in the manner and form required by U.S. Customs and Border Protection. Such declarations will be forwarded to Purchaser, together with the original commercial invoice and textile visa (where applicable). Vendor will promptly inform Purchaser of any changes to the country of origin as soon as Vendor becomes aware of any such changes. Vendor shall, within ten (10) business days of Purchaser request, provide Purchaser with documentation substantiating the country of origin.
c. All Goods either: (a) will not contain any cassiterite, columbite-tantalite (coltan), wolframite or gold, or tin, tantalum or tungsten, or any other mineral or its derivatives determined by the Secretary of State of the United States to be financing conflict in the Democratic Republic of the Congo or an adjoining country (collectively, "**Conflict Minerals**") or (b) if such products contain Conflict Minerals, such Conflict Minerals will be "**DRC Conflict Free**" (as such term is defined in Rule 13p-1 (the "**Conflict Minerals Rule**") under the Securities Exchange Act of 1934). Vendor also agrees (a) to maintain, record and provide to Purchaser on request, traceability data and such other information as Purchaser may request in order to facilitate compliance with the Conflict Minerals Rule, (b) to adopt and maintain policies, due diligence frameworks and management systems that enable Purchaser to comply with its obligations under the Conflict Minerals Rule, including as contemplated by the Organisation for Economic Co-operation and Development's Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, and (c) that Purchaser shall retain the right to conduct audits of Vendor to evaluate Vendor's compliance with Purchaser's standards, policies and procedures regarding Conflict Minerals.
d. Vendor shall ensure its Subcontractors, manufacturers, and agents comply with the Foreign Corrupt Practices Act.
e. In addition to Vendor's obligations to Purchaser with respect to Prop 65 Candidate Product as set out in the body of the Agreement, Vendor may not proceed with orders for any Prop 65 Candidate Product that is governed by this Exhibit without first obtaining Purchaser's written re-confirmation that it still wishes to proceed with the order (which re-confirmation is not to be deemed a substitute for an actual Purchase Order), and must thereafter follow any direction from Purchaser as to labeling or reformulation.

5. TERMINATION BY PURCHASER. Notwithstanding language to the contrary in Section 6(ii) of the Agreement, the Parties acknowledge depending on a variety of factors, as determined in Purchaser's sole discretion, that the ETF may be higher.

[END OF DOCUMENT]