

## MASTER PURCHASING AGREEMENT

This document integrates and replaces the documents formerly referred to as the Master Contract and the Terms and Conditions of Purchase Orders.

- 1. OFFER AND ACCEPTANCE.** This document and the applicable Exhibit A and/or Exhibit B, both attached and hereby incorporated, all as posted on macysnet.com and as updated from time to time, govern all purchases by the business organization identified as the “**Purchaser**” on the relevant order form (for the benefit of itself and its affiliates) and as further defined in Exhibit A and/or Exhibit B (“**Purchase Order**”). Such Purchase Order, together with this agreement (the “**Agreement**”), shall be the final expression of the terms and conditions between the parties for the sale of goods (“**Goods**”) or the provision of services (“**Services**”, and together with Goods, “**Product**”), which terms include collateral, signage, fixtures, and other materials related to the Product. The supplier of Product as identified on the Purchase Order is the “**Vendor**”. Vendor’s acceptance may be effected by (i) written confirmation, (ii) provision of Product in accordance with a Purchase Order, (iii) participation in an agreed upon inventory replenishment program, or (iv) other Vendor performance in accordance herewith; provided that, if Vendor does not ship all Goods ordered thereunder on or before the “**Cancel Date**” specified therein, then, in addition to any other rights of Purchaser under law, Purchaser may declare that the Purchase Order is null and void as to those Goods. No terms in any acceptance or other writing from Vendor shall be deemed to form a part hereof. Purchaser hereby expressly objects to and rejects any Vendor attempt to condition its acceptance of a Purchase Order upon any such change. All Purchase Orders shall be deemed to be executory contracts until Vendor has fully performed all terms.
- 2. MACY’S VENDOR STANDARDS.** Macy’s [Vendor Standards](#), as posted on macysnet.com and as updated from time to time, set forth certain specifications and requirements Vendor must comply with for every Purchase Order (“[Vendor Standards](#)”), including supplemental standards applicable to Vendor’s business or channel. The Vendor Standards are incorporated by reference herein. Vendor agrees to check macysnet.com for, and adhere to, all general and applicable category or channel-specific Vendor Standards. Vendor’s unauthorized deviation from the Vendor Standards shall obligate Vendor to pay Purchaser and/or “**Purchaser Affiliates**” (defined as affiliates of Purchaser and subsidiaries of Macy’s, Inc.) costs (including attorneys’ fees), administrative charges and/or liquidated amounts from Vendor, as determined by Purchaser or set out in routing guides or other policies provided to Vendor. The parties agree that this is not intended to be a penalty, but rather a reasonable assessment of the damages that Purchaser will sustain due to a Vendor violation.
- 3. EDI TRANSACTIONS.** Purchase Orders for Product generally are effected by electronic data interchange or other transmission method approved by Purchaser (“**EDI**”). Vendor shall ensure that its EDI processing system or service is capable of sending and receiving EDI data in conformance with the system then utilized by Purchaser, all as specified in the Vendor Standards. Vendor shall bear its own EDI-related costs and shall maintain security procedures sufficient to ensure that EDI transmissions are protected from improper access or disclosure. Except as specifically directed by Purchaser, use of paper documentation rather than EDI may subject Vendor to costs and administrative charges.
- 4. COMPLIANCE WITH LAW AND PURCHASER REQUIREMENTS**

- a. Purchaser is relying on Vendor's knowledge of and compliance with Applicable Law governing Vendor and its Product. Vendor guarantees all Product, including Vendor's development and delivery of same to Purchaser, is in strict compliance with all applicable federal, state and local statutes, decrees, ordinances, rules, regulations, requirements, executive orders, or other provisions of law then in effect ("**Applicable Law**"), of whatever kind and nature, which relate to the subject matter of all Product, including directives and guides issued by regulatory and enforcement bodies in the United States and any other country with jurisdiction over the Vendor or Product, as well as Purchaser's procedures and policies, whether posted on macysnet.com or otherwise communicated to Vendor and as updated from time to time. Such policies are incorporated herein by reference. Vendor shall further cause all of its employees, agents, contractors (including freelancers), and representatives (collectively, "**Vendor Representatives**") to comply with Purchaser's policies and procedures at all times when interacting with Purchaser, Purchaser Affiliates and/or their respective employees, customers and invitees, whether or not then on the premises of Purchaser or any Purchaser Affiliate. Products shall be merchantable, fit and safe for any reasonably foreseeable purpose or use, free from defects in design, workmanship or materials, and shall conform to (i) all specifications set forth in this Agreement, (ii) any samples approved by Purchaser, and (iii) applicable industry standards.
- b. If any Products require a consumer warning under the law of the State of California known as Proposition 65 ("**Prop 65 Candidate Product**"), Vendor must comply with the following before accepting the Purchase Order: (i) advise Purchaser of same in writing, both to Vendor's primary buying contact and to the Prop 65 agent address provided in the relevant Regulatory Alert at macysnet.com; (ii) place warnings directly on all units of Prop 65 Candidate Products as may reasonably be offered for sale by Purchaser in or to consumers in California; and (iii) provide a digital copy of such warning for posting online for each Prop 65 Candidate Product.
- c. Vendor shall maintain a Toxics in Packaging Act Certificate of Compliance that covers each type of package or packaging component supplied, distributed, or sold hereunder, together with supporting documentation, for inspection and duplication upon Purchaser's request.
- d. At Purchaser's request, Vendor shall provide Purchaser with a continuing guaranty, in the form recommended by Purchaser or the relevant regulatory agency, identifying the covered Goods and assuring that they comply with the relevant law (whether this be Prop 65 or a state or Federal law governing chemicals in products or packaging). Such continuing guaranty shall be delivered to Purchaser in accordance with the Notices section in this Agreement.
- e. Vendor represents and warrants that, as of the date such item is shipped to Purchaser, no item of Goods has been subject to recall or other corrective action by any agency having jurisdiction over the Goods, Vendor or Purchaser. If Goods are considered for a recall or other corrective action after they are shipped, Vendor shall inform Purchaser in writing promptly and, unless otherwise required by law, in no case less than five (5) business days before any press release or other public announcement of such corrective action.
- f. Vendor must notify Purchaser, in writing before accepting an order, of any special handling or transportation requirements that apply to the Product. Vendor is prohibited from

accepting orders, or soliciting consumer orders through any Macy's channel, for Product that is (i) subject to hazardous material or other special transportation requirements, or (ii) that must be handled as a hazardous or otherwise regulated waste when disposed of in any state (including California), with the following exceptions: Cosmetics, fragrance and hair care products, and electronics or battery-powered items (other than those powered with lithium batteries) unless Vendor has received a written exemption from Purchaser specifying that Purchaser is waiving its hazardous materials requirement with respect to that Product. If Purchaser deems it reasonably necessary, Vendor may also be required, at Vendor's cost, to participate in a program to evaluate its Products to determine if they are subject to any special handling requirements for transportation or disposal.

- g. Vendor shall ensure that all Goods have been produced in compliance with all Purchaser procedures and standards, including the Vendor Code of Conduct, as then posted on macysnet.com, including that no convict labor, forced labor, labor obtained by human trafficking and/or slavery, indentured labor under penal sanction, child labor, or labor under unsafe working conditions will be used, directly or indirectly, in the manufacture (in whole or in part) of any Goods, including any components or parts thereof. Vendor further warrants that all Goods are in compliance with any current, or later adopted, law of either the country of manufacture or the destination country governing the use of forced labor and fall wholly outside the scope of any WROs, Findings, or import restrictions. If Products or any component thereof, including packaging, are manufactured or acquired from a third party, Vendor shall have included in its contract with such third party that it shall comply with Macy's Vendor Code of Conduct (as posted on macysnet.com and updated from time to time) or a substantially equivalent policy.
- h. Vendor represents and warrants that no Goods and no component of any Goods have been manufactured, sold or transported in violation of any restriction or sanction established by any law of the United States (inclusive of laws implemented by the Office of Foreign Assets Control or under the enforcement of Customs and Border Protection) and that Vendor can provide sufficient documentation to conclusively demonstrate that no Goods and no component of any Goods have been manufactured, sold or transported in violation of any restriction or sanction established by any law of the United States (inclusive of laws implemented by the Office of Foreign Assets Control). Countries under sanction from the United States may be found on lists available through the following government website: [OFAC Sanctions](#). Entities under import restriction into the United States may be found at the following links: <https://www.cbp.gov/trade/forced-labor/withhold-release-orders-and-findings> and <https://www.dhs.gov/uflpa-entity-list>. Once Purchaser has made a request for confirmation of compliance with Applicable Law, no invoice pertaining to the Products shall become due or payable until such request is satisfied. If Purchaser's request is made to demonstrate compliance pursuant to an administrative or judicial proceeding in the United States, no invoice pertaining to the Products shall become due or payable until a competent administrative or judicial authority has conclusively and finally determined that the Products are in compliance with Applicable Law. If Vendor is unable to provide the documentation or information sufficient to obtain government import clearance into destination country, upon the return of the impacted Products to Vendor, Vendor will refund to Purchaser all payments, including but not limited to legal fees, made by Purchaser in connection with the Products. Vendor acknowledges that Vendor is liable for any non-

compliance by its suppliers (all references to suppliers include both direct and indirect suppliers), subcontractors, and anyone else in Vendor's supply chain in the event that such noncompliance impacts Vendor's ability to carry out this Agreement.

- i. Purchaser may advertise, offer the Goods for sale, and sell or rent such Goods through any channel, including by providing the Goods to others who make domestic or international sales of same. Accordingly, Vendor shall notify Purchaser, in writing promptly after Vendor receives a Purchase Order but prior to shipment, if there are countries where Vendor or its partners knows it should not sell Goods for intellectual property or other legal reasons, or in which the Vendor knows the Goods would not be compliant with Applicable Law. Vendor acknowledges that Purchaser offers international shipping to more than 100 countries through its macys.com and bloomingdales.com web sites. Unless otherwise advised, Purchaser may also sell vendor samples at collective sample sales.
- j. Purchaser leverages multiple channels (including but not limited to e-mail and other digital marketing) to promote and sell products, and permits media partners (such as Pinterest and Google), affiliate networks (such as Rakuten), other publishers and other sellers, to display product images and videos for promotional and sales purposes. Vendor agrees that Purchaser may use any product images and videos provided by or on behalf of Vendor in these ways and represents that Vendor has secured the necessary rights from models, photographers, and any other potential intellectual-property owners to grant this permission.

## 5. NONCONFORMING TENDERS.

- a. In the event Vendor tenders Goods that are defective or not, in whole or in part: (i) delivered timely; (ii) as represented or warranted; (iii) fit for the purpose for which they were sold; (iv) delivered in the quantity ordered; (v) in accordance with Applicable Law or Purchaser's specifications, (vi) consistent with samples, or (vii) otherwise in violation of the requirements of this Agreement (in each case "**Nonconforming Tender**"), Purchaser may elect, as to any or all of the Goods in question and at Vendor's sole cost and expense, to: (a) accept the Goods (in part or in whole); (b) cancel the Purchase Order; (c) refuse the Goods (in part or in whole); (d) expedite shipment by shipping via air freight; (e) purchase substitute goods; (f) return to Vendor any or all remaining installment(s) of Goods (in part or in whole); and/or (g) deem the Purchase Order breached in its entirety. Regardless which option(s) Purchaser elects, Purchaser may require Vendor to pay its associated costs, administrative charges, and estimated damages resulting from the Nonconforming Tender. Further, should Vendor fail to follow delivery instructions, whether as directly communicated to vendor or as set forth in a Purchase Order, the Vendor Standards, or the Macy's Transportation Office requirements posted on macysnet.com, Purchaser reserves the right to impose a reasonable charge for storage and/or additional handling, and for such additional expenses, costs and/or administrative charges as may be incurred by Purchaser due to such failure or to delivery delay. On request, Vendor shall prepare and provide tracking reports periodically by item or as otherwise directed by Purchaser. In the event that Vendor advises that Purchaser should keep Nonconforming Tender, or Purchaser attempts to return same and Vendor refuses to accept it, Purchaser shall be deemed the legal owner of such Product and may dispose of, donate, sell, or transfer it at Purchaser's discretion.

- b. Vendor acknowledges and agrees that Purchaser either (i) posting corresponding debits to Vendor's trial balance on macynet.com within four (4) weeks of the later of its receipt of the Nonconforming Tender or discovery that the Goods were nonconforming, or (ii) otherwise posting or communicating such information to Vendor in writing (electronically or otherwise), shall constitute commercially reasonable notice of the Nonconforming Tender, notwithstanding that all or any part of the nonconformity may have been remedied before such action. Purchaser's receipt and/or acceptance of Nonconforming Tender shall not waive any Purchaser claim or right in respect of same, and Purchaser hereby conditions any future acceptance of Goods on Purchaser's rights in this section.
- c. If Purchaser has cause to believe that any Goods contain defects or hazards that could create a risk of injury to any person or property, Purchaser may, at Vendor's sole cost and expense, destroy such Goods. This right shall apply to the entire Purchase Order unless Purchaser has reason to believe some portion of the Goods have not been impacted and such unaffected portion can be removed without burden to Purchaser. Upon Purchaser's request, Vendor shall, at Vendor's expense, locate, identify and recall such items, whether in the possession of Purchaser or Purchaser's customers. Upon recalling such items, Vendor shall, at Purchaser's option, repair or replace them or refund to retail purchasers the full retail price. Vendor shall reimburse Purchaser for any losses and any amount paid by Purchaser to consumers, plus all charges, costs and expenses incurred by Purchaser in respect thereof, including for warehousing, destroying, and otherwise handling and shipping such Goods to Vendor and/or repairing such Goods, as well as attorney's fees.
- d. If at any time Purchaser has reason to believe that the order or a portion thereof does not or will not comply with the conditions or warranties set forth herein (express or implied), then Purchaser shall have the right to place Vendor's account on hold, and Vendor agrees to provide, within fifteen (15) days of Purchaser's request, adequate assurance as to such performance or compliance. If such evidence is not fully satisfactory to Purchaser, in Purchaser's sole discretion, then Purchaser may deem the Purchase Order to be breached by Vendor, and/or may cancel the Purchase Order.
- e. All of Vendor's obligations under these terms and conditions shall survive delivery and any inspection, retention, payment by Purchaser, resale, repacking, or payment by Purchaser customers, none of which shall be considered acceptance of the Goods so as to impair Purchaser's right to reject them or revoke any acceptance already made. Complaints or notices of defects in the Goods or of any other breach will be considered timely made by Purchaser if made within a reasonable time after discovery by Purchaser. Failure of Purchaser to state a particular defect or grounds for rejection or return of Goods shall not preclude Purchaser from relying on same to establish a breach by Vendor.

## **6. TERMINATION BY PURCHASER.**

- a. For Convenience. Purchaser has the absolute right to cancel a Purchase Order for any reason with respect to Products at any point before Purchaser takes delivery thereof by giving Vendor written notice of such cancellation. If such termination for convenience is prior to the Cancel Date and, prior to Purchaser's cancellation, Vendor has not breached any term or condition of the Purchase Order, then Purchaser, at its option, either shall (i) purchase

such Goods that Vendor especially manufactured for Purchaser prior to Purchaser's cancellation, but only to the extent the Goods are not reasonably suitable for sale to any other potential buyer, or (ii) reimburse Vendor for reasonable and unrecoverable costs actually incurred by Vendor for Goods ordered by Purchaser pursuant to the cancelled Purchase Order, up to a maximum of fifty percent (50%) of Purchaser's purchase price for such Goods (defined as the "**Elective Termination Fee**" or "**ETF**").

- b. For Business Interruption and/or Force Majeure. If (i) any portion of Purchaser or Vendor's business is interrupted or discontinued and Purchaser has a good faith belief that this will impact some or all open orders to Purchaser's detriment (for example, by causing the goods to be late) or (ii) performance of an obligation is prevented, delayed, or hindered, by reason of fire, flood, storm, earthquake, epidemic, war, government edict, civil disruption, or any other cause beyond Purchaser's control, Purchaser shall have the option of canceling some or all undelivered Goods or delaying performance, all without liability, provided that notice is given to Vendor as soon as reasonably possible
- c. Other. If Vendor, or an employee, owner, officer, or director thereof, becomes the subject of a public scandal, takes an action, or makes a statement, any of which degrades the reputation of Vendor or its brand or creates a conflict with Purchaser's brand values (all as determined by Purchaser in its reasonable judgment), Purchaser shall have the option to immediately terminate this Agreement without any obligation to Vendor.

## 7. PAYMENT TERMS.

- a. Vendor shall comply with the provisions of the Purchase Order concerning payment, correct payment instructions and invoices.
- b. With respect to Products, in no event shall payment accrue to Vendor prior to the later of (i) the date that the Products are delivered and accepted, (ii) the applicable "Ship Not Before Date," or (iii) the date that Purchaser receives Vendor's invoice with respect to such Products.
- c. Vendor acknowledges and agrees that all discounts extended by it under any Purchase Order or otherwise are intended to be trade discounts to which Purchaser is entitled regardless of the timing of its payment for Products.
- d. Purchaser and each Purchaser Affiliate shall have the right to transmit payment to Vendor for itself and on behalf of any of the others.
- e. Payments to Vendor may be made on a consolidated basis that nets the aggregate debits, credits and allowances of Purchaser and Purchaser Affiliates.
- f. Upon Purchaser's request, Vendor shall provide monthly reports, in a form that complies with Purchaser's instructions, to track Products ordered by Purchaser and/or Purchaser Affiliates.

- g. Purchaser may avail itself of any common law or statutory rights of offset and/or recoupment in connection with any obligation of the Vendor to the Purchaser (and/or any affiliate of the Purchaser) arising under any agreement for the sale of Goods or otherwise.
8. **NO ADVERTISING.** Vendor shall not, without prior written consent, disclose the fact that Vendor has entered into this Agreement or use any trademarks or trade names of Purchaser or any Purchaser Affiliate in advertising or promotional materials.
9. **INDEPENDENT CONTRACTORS.** Vendor is an independent contractor. No provision of this Agreement shall create any other relationship between the parties. Accordingly, Vendor has no authority to obligate Purchaser, and Vendor retains exclusive control and discretion over the manner by which it performs its obligations hereunder.
10. **INDEMNIFICATION.** Vendor agrees to defend, indemnify and hold harmless Purchaser, Purchaser Affiliates, and Purchaser's employees, directors, officers, agents, successors, assigns, lessors, sub-lessors, property managers and customers, including resale and rental customers (collectively, "**Indemnitees**"), from and against losses, legal or administrative proceedings, debts, demands, interest, actions, claims, liabilities, damages, penalties, fines, settlements, costs and expenses (such as attorney's fees incurred before or after provision of notice, including those expended because Vendor is Uncooperative, as defined below) and any other losses asserted against, incurred by, or imposed upon any Indemnitees arising out of any alleged act or omission of Vendor or Vendor's employees, directors, officers, agents, suppliers, subcontractors, successors or assigns, or the purchase, possession, sale, resale, or use of Product, regardless of any allegations of Indemnitees' negligent acts, omissions or fault. This indemnity includes allegations of (i) injury to or death of any person or persons or damage to or impairment of any property regardless of where located; (ii) violation or breach of any of Vendor's representations, covenants or other obligations as set forth herein; (iii) infringement of any design, patent, trademark, copyright, right of privacy or similar right of any person or entity; (iv) misrepresentation or breach of Product warranty (express or implied); (v) any recall of Goods, whether voluntary or involuntary, including reimbursement of all costs and expenses as may be required of Indemnitees to assure compliance with all Applicable Law; or (vi) any content, information, or equipment designed, sourced or provided, in whole or in part, by Vendor. Indemnitee shall have the right to select counsel representing Indemnitee unless provided by an insurer, in which event counsel shall be reasonably satisfactory to Indemnitee, all as confirmed in writing. Vendor may not settle any claim, action or other proceeding subject to indemnity without Indemnitee's written consent and Indemnitee may, at its sole option, require separate defense of same. If Purchaser sends Vendor a written communication tendering a matter for Vendor indemnification and defense and Vendor does not confirm such obligations and advise its proposed counsel for Purchaser within five business days of delivery (delivery shall be deemed immediate for e-mail communication), or if vendor at any time before resolution of the Impairment fails to respond to communication from Purchaser or counsel for more than four business days after delivery, vendor is deemed "**Uncooperative.**" Vendor shall also pay and reimburse the Indemnitee(s) (or their insurers) for the fees, expenses, and costs of any action taken to enforce defense or indemnity obligations hereunder.
11. **INSURANCE.** Vendor shall secure and maintain appropriate products and contractual liability insurance coverage in adequate amounts, written on an occurrence basis, on ISO Form CG-00-

01-07-98 or its substantial equivalent, and shall provide coverage on a primary basis and not be contributory with or excess over any other insurance or self-insurance available to Purchaser. "Adequate amounts" includes commercial general liability coverage of not less than \$1,000,000 per occurrence, general aggregate coverage of not less than \$5,000,000, personal and advertising injury coverage of not less than \$1,000,000, and products/completed operations aggregate coverage of not less than \$1,000,000. All such insurance coverage shall also include cross-liability coverage, as provided under standard ISO forms' separation of insureds clause, and shall be endorsed with ISO Form CG-24-04 (Waiver of Transfer of Right of Recovery Against Others to Us) or the substantial equivalent. No insurance coverage shall contain any exclusion, limitation or endorsement that serves to restrict or limit Contractual Liability coverage, or Explosion, Collapse and Underground Property coverage and shall specifically include coverage in respect of Vendor's obligations under the Purchase Order, including in respect of Products/Completed Operations coverage and indemnification. Such insurance coverage shall include Purchaser as an additional insured party ("**Additional Insured**"). Such insurance coverage shall also provide for the investigation, defense and satisfaction (by settlement or otherwise), at no cost to the Additional Insureds, of any claims, suits, liabilities, damages, costs and expenses, asserted against or incurred by Additional Insured(s). Upon request, Vendor shall promptly furnish Purchaser and/or any Indemnitee with certificates evidencing such insurance coverage or the actual endorsements and/or policies, as requested. Vendor shall bear its own insurance and insurance-related expenses and its liability shall not be limited to its insurance coverage. Vendor represents and agrees that any subcontractors retained by Vendor will also name Purchaser as an Additional Insured in their policies.

**12. SUPPLIER OF VENDOR VIOLATION OF LAWS.** If any supplier of Vendor ("Vendor Supplier") violates any Applicable Law or takes other action in connection with its provision of the Product as may affect Purchaser's costs (with respect to the Product or otherwise), but Purchaser is precluded from suing, or lacks standing to sue such Vendor Supplier, then, (i) on reasonable request, Vendor shall pursue diligently an appropriate action at law to recover Purchaser's damages, and (ii) whether or not so requested, Purchaser may recover any damages sustained as the result of such violation of law from Vendor's recovery in any action against the Vendor Supplier.

**13. CHANGE IN SPECIFICATIONS.** Purchaser may reasonably change its specifications for Product by notice to Vendor, and such notice shall be effective upon receipt as to future production of such Product. Vendor may not change any Purchaser specifications without Purchaser's prior written approval.

**14. CONFIDENTIALITY.**

a. The following shall be deemed the confidential property of each party ("**Confidential Information**"): all non-public information provided or disclosed to the other party at any time with respect to the Product and/or any Purchaser campaign, plan, operation or facility (including designs, patterns, concepts and/or artwork provided to Vendor or Vendor's agent for incorporation into or as the basis of any component of the Goods), pricing, sales, customers, assets and liabilities, together with any other non-public material that a party becomes aware of during the course of its performance. Each party agrees that it shall not divulge, furnish, make available or in any manner disclose or use (except in furtherance of

the performance of a party's obligations to the other under and pursuant to the Purchase Order or this Agreement) any Confidential Information of the other party and agrees to take and to cause its officers, employees and agents to take such action as shall be necessary, prudent or advisable to preserve and protect the confidentiality of such Confidential Information.

- b. Vendor acknowledges and understands that it may receive, by or on behalf of Purchaser, personal information or data, defined in Applicable Laws, that identifies, describes, relates to, is capable of being associated with or could reasonably be linked to or used to identify (directly or indirectly) any natural person or household ("**Purchaser PI**"). In the event, and to the extent that, Purchaser does provide Vendor (or Vendor otherwise gains access to) Purchaser PI, such information, no matter how obtained, shall be deemed Confidential Information and may be used solely for the specific purpose for which it was provided, and not for any other purpose, such as, for example, Vendor's marketing efforts. Vendor shall not, in any event, collect any personal information including personal information about customers except in compliance with Applicable Law and with Purchaser's prior written approval, and then may neither otherwise use nor disclose any Purchaser PI to any person or entity other than Purchaser unless pursuant to a separate written agreement executed by a Purchaser authorized signatory, and in all cases in compliance with Applicable Law. Vendor will not otherwise retain, use, disclose, modify, transform, share or sell Purchaser PI. Vendor certifies that it understands and will comply with the forgoing restrictions and will use and handle all Purchaser PI in compliance with all Applicable Laws, including without limitation, (x) the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020, and their implementing regulations (the "**CCPA/CPRA**"), the Colorado Privacy Act C.R.S.A. § 6-1-1301 et seq. (SB 21-190), and the Virginia Consumer Data Protection Act, Va. Code Ann. § 59.1-571 et seq. (SB 1392); (y) all other applicable laws governing the privacy, confidentiality, and security of Purchaser PI; and (z) laws related to marketing by telephone, text messages, direct mail, e-mail, wireless text messaging, fax, and any other mode of communication. For the sake of clarity, Applicable Laws includes laws enacted but not yet in effect.
- c. Upon receiving a data subject access, deletion or other privacy request ("**DSAR Request**") from Purchaser, Vendor shall assist Purchaser in fulfilling Purchaser's obligation to respond to such requests, including, as appropriate, by (1) promptly deleting the requested Purchaser PI in accordance with Purchaser's policies and the requirements in Applicable Laws, (2) promptly responding with the specific data elements associated with the individual making the access DSAR Request or (3) promptly responding to any other privacy rights. Vendor shall timely certify its compliance with the DSAR Request. If Vendor fails to so certify, Vendor shall indemnify, defend and hold Purchaser harmless for such failure. Any DSAR Request for access to an individual's PI shall be provided in a portable and, to the extent technically feasible, readily usable format that allows the individual to transmit the information to another entity without hindrance. Upon termination of this Agreement, Vendor also will either delete or transfer all Purchaser PI to Purchaser or its designee (as directed by Purchaser) and provide timely certification of such action to Purchaser. Vendor further agrees that Purchaser has the right to unilaterally amend the requirements of this section in the event that state or federal legislation containing additional or different standards related to the handling of PI is enacted, and such amendments shall automatically

take effect sixty (60) days after such notice is provided (or sooner where required to comply with law). Vendor shall ensure that if it shares Purchaser PI with any third party for purposes of performing services under this Agreement, it shall require each third party to agree to the terms in this section. In respect of all Confidential Information, specifically including all Purchaser PI, Vendor shall institute and maintain reasonable procedures and precautions against unauthorized use, access or disclosure and, in the event thereof, immediately shall report such event to Purchaser and provide assistance to Purchaser as requested, including by providing any required notification with respect thereto, at Vendor's expense.

- d. Vendor agrees that all Purchaser PI collected, accessed, used or retained by Vendor in the course of performing its obligations in this Agreement remains the property of Purchaser. Vendor shall collect, access, use and retain Purchaser PI as a service provider (as defined in the CCPA/CPRA) and comply with the following:
- (1) Vendor shall collect, access and retain Purchaser PI solely to fulfill its contractual obligations to Purchaser under this Agreement;
  - (2) Vendor shall not sell or share Purchaser PI;
  - (3) The parties agree that Purchaser PI is provided to Vendor for a business purpose;
  - (4) Vendor shall not retain, use or disclose Purchaser PI (i) for any purpose other than business purposes in the Agreement; (ii) except in manners permitted by Applicable Laws; or (iii) outside of the direct business relationship between Vendor and Purchaser;
  - (5) Vendor shall not combine Purchaser PI with personal information Vendor receives from third party sources;
  - (6) Vendor shall immediately notify Purchaser if the Vendor can no longer meet its obligations under Privacy Laws;
  - (7) Vendor shall ensure that its personnel are granted access to Purchaser PI only on a need-to-know basis and are subject to a duty of confidentiality with respect to the Purchaser PI;
  - (8) If Vendor engages a subprocessor and gives access to Purchaser PI, Vendor shall notify Purchaser of such engagement and enter into a written binding contract with its subprocessor with obligations substantially equivalent to the obligations Vendor has agreed to in this Section 14; and
  - (9) If Vendor processes sensitive Purchaser PI, then Vendor shall: (i) promptly comply with any do-not-sell request or DSAR Request in accordance with Privacy Laws; and (ii) use Sensitive Personal Information solely to fulfill its contractual written obligations to Purchaser. In furtherance of the foregoing restrictions, Vendor is prohibited from making further use of sensitive Purchaser PI other than the permitted purposes above.
  - (10) Purchaser may periodically monitor Vendor's compliance with the obligations in this Agreement using measures that may include, but are not limited to, ongoing manual reviews

and scans, and regular assessments, audits or other technical and operational testing at least once every 12 months. Vendor shall cooperate with those efforts, including by (a) making available to Purchaser all information necessary to demonstrate compliance with its obligations in this Agreement, and (b) allowing for, and contributing to, reasonable audits and inspections by Purchaser or another auditor designated by Purchaser. The parties acknowledge and agree that, during the time Purchaser PI is disclosed to Vendor, Purchaser has no knowledge or reason to believe that Vendor is unable to comply with the provisions in this Agreement. Purchaser has the right, upon providing notice to Vendor and at Vendor's cost, to take reasonable and necessary steps to stop and remediate Vendor's unauthorized access to or use of Purchaser PI. Vendor shall not disclose Purchaser PI to any third party without Purchaser's prior written consent, which may be conditioned on the third party signing a data sharing agreement approved by Purchaser. In the event that Vendor discloses any Purchaser PI to a third party, including any subprocessor, Vendor shall: (a) be responsible for ensuring that the third parties to whom it grants access to Purchaser PI comply with all of the applicable required use, security and privacy safeguards provided for in this Agreement and all Applicable Laws; and (b) Vendor shall be fully liable for any acts or omissions of the third party related to Purchaser PI. In the event that Vendor is authorized to transfer any Purchaser PI to approved third parties, Vendor shall use a secure file transfer protocol (or SFTP) to make such transfer.

- e. Vendor shall develop, implement and maintain a comprehensive written information security program that (1) complies with Applicable Laws and the terms of this Section 14 and (2) includes reasonable and appropriate administrative, technical, physical, organizational and operational safeguards and other security measures, taking into account measures needed to (x) ensure the security and confidentiality of Purchaser PI; (y) protect against any anticipated threats or hazards to the security and integrity of Purchaser PI and (z) protect against any Data Breach (as defined below). Vendor shall assist Purchaser in complying with its obligations under Applicable Laws to implement appropriate data security measures and to conduct and document data protection assessments. Vendor shall, upon request, submit to Purchaser a Privacy Impact Assessment and/or the most recent copy of Vendor's SSAE18 SOC 2, Type 2 attestation document.
- f. In the event of any loss or corruption of Purchaser PI, Vendor shall use commercially reasonable efforts to restore the lost or corrupted Purchaser PI from the latest backup maintained by Vendor in accordance with its archival procedures. Vendor shall notify Purchaser in writing as soon as practicable and within no more than forty-eight (48) hours of when it becomes aware of a security breach, hacking, or unauthorized disclosure, access to, acquisition of, loss or use of any Purchaser PI ("**Data Breach**"). Vendor's notice shall include: (1) a description of the breach or loss, including the date it occurred; (2) the number of individuals affected and their states of residence; (3) a description of the information accessed, acquired, lost and/or misused; (4) whether the breach or loss was computerized, electronic or a paper loss; (5) whether such information was encrypted or unencrypted, (6) whether encryption keys or passwords may have been compromised; and (7) a description of the steps taken to investigate the incident, secure Vendor's systems or recover lost information, and prevent the recurrence of further security breaches or losses of the same type. To the extent the foregoing information is not immediately available, Vendor will provide timely updates. Except as may be strictly required by applicable law, Vendor

agrees that it will not inform any third party of any Data Breach affecting Purchaser PI without Purchaser's prior written consent. If such disclosure is required by applicable law, Vendor agrees to consult with, and obtain the approval (which shall not be unreasonably withheld or delayed) of, Purchaser regarding the content of such disclosure prior to disclosing. Without limiting the foregoing, Purchaser will determine the party that will make disclosure to law enforcement, regulatory authorities and affected individuals regarding a Data Breach, and Vendor agrees to abide by Purchaser's determination. In the event of any actual Data Breach of Purchaser PI, Vendor shall cooperate with Purchaser, at Vendor's cost, to (x) assess the nature and scope of any such Data Breach and review all pertinent records; (y) take other remedial measures as may be reasonably necessary or appropriate to mitigate the risk arising out of unauthorized use or disclosure of Purchaser PI; and (z) provide breach notifications, as reasonably requested by Purchaser, to affected individuals notifying them that their personal information was accessed or otherwise compromised. Vendor shall provide credit monitoring services or other security services at Vendor's expense to affected individuals if reasonably requested by Purchaser. Vendor shall cooperate fully with all government regulatory agencies and law enforcement agencies having jurisdiction and authority for investigating a Data Breach.

- g. Upon request from Purchaser or upon termination of the Agreement, all Confidential Information and Purchaser PI shall be returned to Purchaser or securely disposed of through destruction, whichever Purchaser elects. If Vendor disposes of Confidential Information or Purchaser PI, regardless of the form of such information (paper, magnetic, computer storage media etc.), then Vendor shall dispose of such Confidential Information or Purchaser PI by taking reasonable measures to protect against unauthorized access to or use of such information. Disposal of Confidential Information or Purchaser PI as ordinary garbage without first shredding, burning, pulverizing, erasing, or otherwise destroying the material is prohibited.

**15. DISPUTES AND REMEDIES.** Without limiting any party's rights hereunder, in the event of a dispute under this Agreement, the parties shall endeavor to reach an amicable resolution and if unable to do so within thirty (30) days after receipt of a notice of dispute given by one party to the other, either party may seek any remedy available to it subject to the provisions of this Agreement. As to disputes concerning any amount invoiced by Vendor, Vendor shall provide to Purchaser, promptly after any Purchaser request therefor, all documents and/or information as Purchaser reasonably requests, including written proof of delivery. Vendor acknowledges that Purchaser may dispute any invoice, in whole or in part, and may withhold the disputed amount until resolution. Purchaser's failure to pay such disputed amount shall not be a breach of the Purchase Order or subject Purchaser to any liability, charge or penalty. No action by the Vendor for breach of this Agreement may be commenced more than twelve (12) months after the accrual of the cause of action. Any action by Purchaser relating to this Agreement is not so limited and shall be governed by the applicable statute of limitations. Vendor acknowledges and agrees that the above limitation of time in which to commence an action is reasonable.

**16. DEFAULT.** Vendor's failure to comply with any term, covenant, or obligation in this Agreement shall constitute a breach that, if not cured within five (5) days of receipt of Purchaser's notice of breach or not curable in Purchaser's reasonable judgment, shall constitute a Vendor default and entitle Purchaser to assert any right granted Purchaser by this Agreement

and/or by law or in equity, including the provisions of the Uniform Commercial Code. Nothing contained in this Agreement confers upon Vendor a right to cure a breach without Purchaser's written consent. Any of the following likewise shall constitute Vendor default: (i) Vendor or its external auditors issue a "Going Concern" warning; (ii) Vendor making a general assignment to benefit its creditors; (iii) commencement by or against Vendor of any proceeding seeking to adjudicate it as bankrupt or insolvent; (iv) commencement of any action by or against Vendor seeking liquidation, reorganization, adjustment or other relief under any law relating to bankruptcy or reorganization; (v) the transfer of substantially all of Vendor's business or assets; or (vi) Vendor's failure or delay in performing an obligation even where the delay is beyond Vendor's reasonable control, since timely and complete performance is an integral part of the consideration for Purchaser entering into this Purchase Order. Accordingly, Vendor further acknowledges that, at any time that Purchaser deems itself insecure with respect to Vendor's performance of its obligations, Purchaser, in its sole discretion, may demand from Vendor such adequate assurances of future performance as Purchaser deems appropriate and, in the event that Vendor either fails to timely (for assurance purposes, absent specific reasons for urgency, "timely" shall be no later than five business days of the demand) provide such adequate assurance to Purchaser's reasonable satisfaction or otherwise fails to perform, Purchaser, in its sole discretion, may suspend its own performance or terminate this Purchase Order, in whole or in part. In such case, Purchaser will be entitled to all rights and remedies in law or in equity.

- 17. LIMITATION OF DAMAGES.** Purchaser shall not be liable to Vendor for any special, incidental, exemplary or consequential damages arising from or as a result of any transaction hereunder even if Purchaser has been advised of the possibility of such damages.
- 18. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its doctrines regarding conflicts of law. Any action or proceeding concerning this Agreement shall be brought in a court in the State of New York and within the County of New York to be resolved individually, without resort to any form of class action. Both parties waive any complaint as to the convenience of this forum. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THIS WAIVER OF TRIAL BY JURY PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.
- 19. RECORDS, AUDIT.** Vendor shall maintain sufficient records to verify compliance with the provisions of this Agreement as well as all sums pertaining to the Purchase Order and shall retain such records for a period of five (5) years from the sale to Purchaser. This obligation shall continue after the termination of this Agreement. Purchaser shall have the right to inspect and audit, without advance notice and during normal business hours, Vendor's records and documents as to Vendor's sales to Purchaser and/or any Purchaser Affiliate, to ensure Vendor compliance with the provisions of this Agreement, including to ensure that Vendor is complying with product specifications and making all payments required to be made by Vendor hereunder in respect of advertising, staffing support or otherwise. In addition, Vendor shall cooperate with requests of Purchaser or its designated third party for any and all documents and information to validate Vendor's ability to maintain sufficient records to demonstrate Vendor's compliance with the provisions of this Agreement, including but not limited to records that demonstrate the

absence of forced labor of any kind, directly or indirectly, in the manufacture (in whole or in part) of any Goods, including any components or parts thereof, or at any stage in Vendor's supply chain. Vendor shall provide requested documents and information within four (4) business days upon receipt of a request from Purchaser or its third party (delivery shall be deemed immediate for e-mail communication). Vendor's inability to provide documentation and information sufficient to obtain release of goods detained by an administrative or judicial authority in the destination country, will constitute a breach of Vendor's obligations under this Agreement. In the event Purchaser is assessed any monetary amounts, or Purchaser suffers economic or reputational harm, as a result of an actual or claimed violation of Vendor's obligations under this Agreement, Vendor agrees to pay any and all actual and consequential damages and reasonable attorney fees in connection with any such violation or alleged violation, including, but specifically not limited to, any penalties, fines, or liquidated damages assessed. Purchaser shall be entitled, at its sole discretion, to withhold any payment due Vendor to recover actual and consequential damages and reasonable attorney fees in connection with any such breach.

## **20. RIGHT OF RECOUPMENT/OFFSET**

Purchaser may recoup any expense, cost, fee, or other amount to be paid or reimbursed by Vendor pursuant to the terms and conditions of this Agreement (“**Vendor Liability**”) by deducting such amounts from any amounts due Vendor or may offset such Vendor Liability against any other amount owing the Vendor. When grounds for insecurity arise with respect to Vendor's performance of, or ability to perform, its obligations under this Agreement, Purchaser has the right to recoup or offset any anticipated Vendor Liability until Purchaser receives adequate assurance (to be determined by Purchaser in its sole discretion) of Vendor's performance or ability to perform its obligations under this Agreement, e.g., if Vendor has become Uncooperative.

**21. NON-RECEIPT OF GOODS.** Any claims for non-payment of an invoice based on non-receipt of Goods by Purchaser or non-receipt of Goods returned to Vendor by Purchaser (which may involve a carrier loss) will be deemed waived by Vendor unless notice of such claim is sent to Purchaser at least ninety (90) days prior to the expiration of the applicable carrier time limitation on filing proof of loss claims. As to disputes concerning any amount invoiced by Vendor, Vendor shall provide to Purchaser, promptly after any Purchaser request therefor, all documents and/or information as Purchaser reasonably requests, including written proof of delivery.

**22. CONSTRUCTION.** For purposes of this Agreement, except as a specific context may otherwise require:

- a. the term “party” refers to Vendor or Purchaser;
- b. the words “include”, “including” and like terms are to be construed as inclusive and without limitation;
- c. every reference to “Purchase Order” or “Agreement” shall be deemed to include the Macy's Vendor Standards, with all schedules, exhibits, attachments and associated material as any of them may be amended from time to time, all as effective as of the date posted on macysnet.com, all of which are deemed to be incorporated herein;

- d. references to days, months, and quarters are to be construed as referring to calendar days and months;
  - e. no provision of this Agreement shall be construed against a party by virtue of the fact that such party drafted such provision or the Agreement as a whole;
  - f. “hereof,” “herein” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Purchase Order; and
- 23. NOTICES.** All notices given shall be in writing and shall be delivered by hand or sent by receipted courier, U.S. mail (registered or certified with return receipt requested if addressed to Purchaser) or via e-mail as long as notice is also sent via another approved notice method. In the event that a pandemic or other circumstances beyond the parties’ reasonable control renders it difficult for the sender to utilize registered/certified mail or courier communications, notice via e-mail is deemed sufficient provided the sender retains confirmation that same was delivered. If to the Purchaser, notice shall be delivered to the attention of:

Chief Legal Officer  
Macy’s, Inc.  
151 West 34<sup>th</sup> Street  
New York, NY 10001  
[serviceofprocess@macys.com](mailto:serviceofprocess@macys.com)

- unless otherwise required by Purchaser in its written instructions. It is agreed by the parties that any consent or approval by Purchaser must be given in writing and signed by Purchaser’s authorized representative in order to be effective.
- 24. AMENDMENTS.** This Agreement may be amended or modified by Purchaser via postings to macysnet.com; any other amendment or modifications must be in a writing signed by the parties and no term hereof may be amended or waived by an inconsistent Vendor act.
- 25. WAIVERS.** Neither past custom or practice, Purchaser’s acceptance of performance, nor failure to enforce any provision hereof shall be deemed a waiver of or consent to Vendor’s breach. Purchaser’s waiver of or consent to one breach shall not be construed as a waiver of or consent to any future breach.
- 26. SURVIVING OBLIGATIONS.** Except as to obligations theretofore incurred or that are required to be performed thereafter, upon the expiration or termination hereof, neither party shall have any further obligation to the other, provided that Vendor’s warranties and guarantees will survive. Without limitation, Purchaser Property, Indemnification, Insurance, Confidentiality, Remedies, Governing Law, Records Audit, and this section shall survive the expiration and termination of this Agreement.
- 27. ASSIGNMENT; BENEFICIARIES.** Purchase Orders are personal as to Vendor, and Vendor may not assign any interest nor obligation thereunder without Purchaser’s written consent. Any assignment without Purchaser’s written consent shall be deemed null and void, and a breach of this Agreement. Purchaser shall not be obligated to accept performance of any Vendor obligation from any party other than Vendor. Specifically, Vendor agrees and acknowledges,

on its own behalf and on behalf of any person or entity as may assert a claim on its behalf or derived from it, that this Agreement sets forth all rights and remedies to which Vendor (and such person or entity that has derived a right from or through Vendor) may be entitled. Any change in control of Vendor shall be deemed an attempted assignment. All Purchaser Affiliates shall be deemed to be third party beneficiaries of this Purchase Order and Agreement. Purchaser and each Purchaser Affiliate also shall be deemed to be third party beneficiaries of any Vendor agreement with any third party regarding the production or distribution of the Goods or any component thereof.

**28. SEVERABILITY.** The unenforceability or illegality of any provision of this Agreement shall not render any other provision unenforceable, null or void as long as the provisions remaining enforceable are sufficient to constitute a legally binding agreement, which shall be enforced and interpreted in accordance with the parties' intentions.

**29. GENERAL.** Vendor agrees and represents that

- a. (i) it has full power and authority to enter into and perform all obligations, and grant all rights granted, herein (including that Vendor has obtained any assignments and licenses necessary);(ii) no consent, approval, waiver, or authorization is required to be obtained from any person or entity in connection with the execution, delivery, and performance by Vendor of this Agreement; (iii) the rights Vendor grants in this Agreement have not been previously sold, assigned, transferred, exclusively licensed, or otherwise encumbered; (iv) the Products do not infringe upon any statutory or common law copyright, trade dress, trademark, trade name, service mark, right of publicity, patent rights, contract, or other proprietary right, and no challenge has been brought by a third party regarding the rights Vendor purports to have to the same.
- b. It will promptly perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in and to otherwise give effect to this Agreement,
- c. To the fullest extent permitted by applicable law, it waives the assertion of any moral rights associated with the Products against the Purchaser.
- d. It shall comply with any request of Purchaser (or a Purchaser Affiliate) to reassign any Vendor Representative so that such individual is no longer working with Purchaser or a Purchaser Affiliate and is not thereafter assigned to any of their respective premises or accounts.

**30. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties as to its subject matter and supersedes all prior representations or agreements, oral or otherwise, with respect thereto. No obligation to enter into any further transaction may be implied from this Agreement. This provision is applicable in all circumstances, without regard to whether a Purchase Order establishes a new transaction and/or confirms an existing arrangement.

**31. COUNTERPARTS.** The exchange of counterpart copies of this Agreement and of signature pages by electronic mail in "portable document format" form, or by any other electronic means intended to preserve the original document, shall constitute effective execution and delivery of

this Agreement. Electronic copies of this Agreement shall be admissible to the same extent as the original, and the Parties hereby waive any requirement that an ink-on-paper original of this Agreement be produced.

**Exhibit A**  
**Terms Applicable to Market Brand Purchases**

This exhibit applies to any purchases of Products for sale under Vendor's brand or that of another party ("**Market Brand Product**"), with any dispute as to its applicability to be resolved by Purchaser. In the event and to the extent that a portion of the Products Vendor is supplying are to be sold unbranded or 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, then as to such "**Private Label Product**," Vendor acknowledges and agrees that for such Product it shall be further bound by Exhibit B for Private Label. Wherever used in this document, "**Purchaser**" shall mean the Macy's, Inc. subsidiary specified on the Purchase Order.

1. **PRICING.** While Purchaser, of course, sets its own prices, Purchaser relies on Vendor's representation to substantiate the "comparable value" pricing for items. For Vendors providing Products to Bloomingdale's The Outlet Store and/or Macy's Backstage and to the extent the Products are not manufactured for sale under a Macy's-owned brand, Purchaser is relying on your representation that any MSRP, suggested, or "compare at" price printed on (or provided by Vendor for printing on) the ticket reflects the price at which the specific item or a substantially similar item (in terms of quality, fabrication, styling and brand equity/status) was actually offered at a comparable store or site when it was sold last season. If Vendor cannot make this representation, the ticket should not include any MSRP, "suggested", or "comparable value" price.
  
2. **EXCLUSIVITY AND INTELLECTUAL PROPERTY.**

Unless otherwise expressly agreed or set out herein, Purchaser does not lay claim to rights or exclusivity in Products Purchaser selects from Vendor's product line without co-creation or changes specific to Purchaser. All works of authorship, literary, visual, audiovisual, or musical works, sound recordings, source code, formulas, recipes, trademarks, trade dress, specifications, techniques, inventions, improvements, and any other intellectual property in and to such contributions are, individually and collectively, "**Creative Content**". Any non-Purchaser person or entity contributing Creative Content to the Product through Vendor, including any Vendor Representative, is a "**Contributor**." Creative Content developed for Purchaser by Vendor or a Contributor, however, shall be reserved exclusively to Purchaser during the time Purchaser is selling the Products unless otherwise expressly agreed in writing by the Parties. Accordingly, Vendor hereby agrees that such Products are exclusively licensed and proprietary to Purchaser while Purchaser is selling them. To the extent Purchaser (or any person or entity on behalf of Purchaser) has provided Creative Content or creative direction incorporated into any Product(s) developed or delivered by Vendor under this Agreement, Vendor hereby assigns to Purchaser all of its rights in and to such Creative Content or direction including but not limited to all copyrights, trademarks, and other proprietary rights of Vendor and Contributors to such Product(s) (and the Creative Content therein) as of the date of creation of each such Product, with such right, title, and interest further including all renewals or extensions of the intellectual property and proprietary rights, all moral rights (to the maximum extent possible under the law), the right to register and enforce any intellectual property rights solely in the name of Purchaser, its affiliates, successors, or assigns, and all

claims and causes of action with respect to the Product(s), including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach, or default; and all other rights, privileges, and protections of any kind whatsoever accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world. Accordingly, Vendor agrees that, to the extent they include protectible Creative Content, such Products are permanently proprietary to Macy's, and Vendor may not use same or provide them to any other party (including, but not limited to, sale of overruns, seconds, or irregular Products that Purchaser has refused to accept or has returned (collectively, "**Excess PCC Products**"). Excess PCC Products shall be disposed of only in accordance with the written instruction of Purchaser. To the extent necessary to grant Purchaser the rights set forth in this subsection, Vendor understands and agrees that the terms in this Exhibit A and the Agreement require it to obtain written assignments from Contributors before such contribution to Creative Content and hereby represents that it shall obtain such written assignments.

3. **ANCILLARY VENDOR SERVICES.** Vendor shall provide a qualified and experienced account executive to enhance sales of the Products. Vendor shall ensure all ancillary services and support comply with Applicable Law.
  - a. All Products shall be genuine and authentic in that they shall be manufactured by the legitimate brand owner or licensee. To the extent that Vendor is a reseller, Vendor hereby represents and warrants that it has all rights necessary to sell the Products to Purchaser for resale at retail.
  - b. In the event the Products or any component thereof, including packaging, are manufactured or acquired from a third party, Vendor shall have included in its contract with such third party that it shall comply with Macy's Vendor Code of Conduct (as posted on macysnet.com and updated from time to time) or a substantially equivalent policy.
  - c. Vendor shall cause all of its employees, agents, contractors (including freelancers), and representatives (collectively, "**Vendor Representatives**") to comply with Purchaser's policies and procedures at all times when interacting with Purchaser, Purchaser Affiliates and/or their respective employees, customers and invitees, whether or not then on the premises of Purchaser or any Purchaser Affiliate.
  - d. Vendor will, before incorporating any third-party materials into any Good or Product, notify Purchaser of an intention to use such materials and, if approved, obtain a license for such third-party material that is transferrable to Purchaser and is sufficient for Purchaser's use and licensing of such third-party materials within the Products as described herein.
  - e. Vendor shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in and to otherwise give effect to this Exhibit A and the Agreement, including but not limited to executing and delivering any short-form copyright assignment requested by Purchaser.
  - f. With respect to Purchaser, its affiliates, contractors, licensees, successors and assigns ("**Released Parties**"), Vendor, to the fullest extent permitted by applicable law, irrevocably and unconditionally agrees and covenants: (i) not to dispute or challenge Purchaser's exclusive intellectual property rights and proprietary rights in and to the

Products and the validity of such rights; and (ii) to waive the assertion of any moral rights associated with the Products against the Released Parties.

**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 Vendor 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 Purchaser deconsolidation facility or a Purchaser distribution center in the United States.

1. **PERMITS, APPROVALS AND ZERO TOLERANCE POLICY.** 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. A satisfactory audit by Macy's is required for any factory in which Vendor wishes to produce goods bearing the Macy's name or any other brand owned by Purchaser. Orders are subject to immediate cancellation if Vendor uses a factory which has not been audited and approved by Macy's. Vendor further commits to be bound by Purchaser's Zero Tolerance and Critical Violations Policy, effective March 1, 2023.
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 works of authorship, literary, visual, audiovisual, or musical works, sound recordings, source code, formulas, recipes, trademarks, trade dress, specifications, techniques, inventions, improvements, and any other intellectual property in all and such contributions are, individually and collectively, "**Creative Content**". Any non-Macy's person or entity contributing Creative Content to the Product, including any Subcontractor or Vendor Supplier, is a "**Contributor**." Intellectual property ownership and usage rights for all Products governed by this Exhibit B are set out below. To the extent necessary to grant Purchaser the rights set forth in the chart below, Vendor understands

and agrees that the terms in this Exhibit B and the Agreement as a whole require it to obtain written assignments from Contributors before such contribution to Creative Content and hereby represents that it shall obtain such written assignments. For the second category of Products below (Developed For, With, or By Us), Vendor further agrees to provide, promptly on request, access to any art tech file, pattern (a.k.a. the “technical flat”), and mini markers.

<b>Category of Products</b>	<b>Intellectual Property Ownership and Usage</b>
“Off the Line”	<p>Vendor hereby agrees that the “<b>Off the Line</b>” category of Products (Products in which no Purchaser design input is integrated) are exclusively licensed and proprietary to Purchaser while Purchaser is selling them, or for 18 months after the Product is introduced in our stores or website (whichever is longer) (the “Proprietary Period”). During the Proprietary Period, Purchaser may extend the print or style from the Product by having additional items featuring the Creative Content from the Product made by another supplier.</p> <p>At any time during the Proprietary Period, if an item includes Creative Content, Purchaser may purchase all rights (including but not limited to worldwide copyright) to same by payment of a one time, royalty-free, set fee of \$650.00 to Vendor. Vendor agrees to cooperate as needed to document such transfer.</p>

Developed For, With, or By Us

Vendor hereby irrevocably assigns to Purchaser all of its worldwide right, title, and interest in and to all Products for which Purchaser has contributed Creative Content or creative direction (“**Developed For, With, or By Us**”), including but not limited to all copyrights, trademarks, and other proprietary rights of Vendor and Contributors to such Products (and the Creative Content therein) as of the date of creation of each such Product, with such right, title, and interest further including all renewals or extensions concerning the intellectual property and proprietary rights, all moral rights (to the maximum extent possible under the law), the right to register and enforce any intellectual property rights solely in the name of Purchaser, its affiliates, successors, or assigns, and all claims and causes of action with respect to the Products, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach, or default; and all other rights, privileges, and protections of any kind whatsoever accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

Accordingly, Vendor agrees that the “Developed For, With, or By Us” category of Products (and the Creative Content therein) are permanently proprietary to Macy’s. Vendor may not use this category of products or provide them to any other party.

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 hereunder.
- 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. In addition, any Vendor shipping LDP will comply with the following requirements: (i) the Vendor shall have a U.S.-based entity, and that U.S.-based entity shall be the importer of record; (ii) the Vendor's U.S.-based entity serving as the importer of record shall maintain a customs surety bond sufficient to cover all customs duties, including all tariffs then in effect, for all merchandise imported into the U.S., including merchandise imported for sale to Purchaser; (iii) the Vendor shall provide Purchaser with complete information on Vendor's importer status, CTPAT and Trade Compliance, as well as the frequency of Vendor inspections during the past year, with such information updated on an annual basis; and (iv) the Vendor shall provide Purchaser with reasonable documentation regarding Vendor's HTS# classification and country of origin determination process and hereby certifies it will follow such process for all Purchaser shipments. If any Vendor LDP shipment to Purchaser is held by Customs for more than five (5) business days or does not clear Customs due to any inaccuracies in Customs documentation, questions related to valuation, classification or country of origin or any other reason, Purchaser shall have the right to cancel such order in its discretion and shall have no liability to Vendor.
- c. Vendor will, before incorporating any third-party materials into any Product, notify Purchaser of an intention to use such materials and, if approved, obtain a license for such third-party material that is transferrable to Purchaser and is sufficient for Purchaser's use and licensing of such third-party materials within the Products as described herein.
- d. Vendor hereby irrevocably names, constitutes, and appoints the Purchaser and its officers, agents, employees, or representatives as its duly authorized attorney and agent with full power and authority to endorse in such Vendor's name any title document,

copyright registration, or other ownership document relating to the ownership of the Products described in this Agreement. The power of attorney granted by this provision is coupled with an interest and is irrevocable.

- e. Vendor will annually sign, and agrees to remain in compliance with, the Supplier Acknowledgment provided by Macy's pertaining to its Code of Conduct and other policies, will educate its own first and second-tier suppliers on Purchaser's Code of Conduct, and will secure signature on Purchaser's Certification Regarding Forced Labor from all Vendor Suppliers and all parties supplying directly to Vendor Suppliers. Vendor further agrees to maintain these signed certifications for no less than five (5) years and to provide copies of signed certifications for any given Vendor Supplier (or supplier to a Vendor Supplier) within five (5) business days of Purchaser's request. Vendor will ensure that Vendor Suppliers all fully participate in Licensor's conflict minerals program, including but not limited to timely filling out and submitting relevant survey information via the Transparency One or equivalent platform when requested. All Goods either: (i) 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 (ii) 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 (iii) 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, (iv) 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 (v) 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.
- f. Vendor shall ensure its Subcontractors, manufacturers, and agents comply with the Foreign Corrupt Practices Act.
- g. 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 B 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.
- h. Vendor shall not add Per- and/or Poly-fluoroalkyl substances ("**PFAS**") to Goods or packaging. At Purchaser's request, and at Vendor's expense, Purchaser may require Vendor to submit to Purchaser test results demonstrating the amount of PFAS, if any, in the Vendor's Goods or packaging.

**[END OF DOCUMENT]**