



PURCHASE ORDER - TERMS AND CONDITIONS

1. **OFFER, ACCEPTANCE AND GOVERNING TERMS:** These terms and conditions and any attachments and any specifications and other materials expressly referred to in this document (collectively, these “Terms and Conditions”) shall govern any purchase order or other ordering document (each, a “Purchase Order”) entered into by Tapestry, Inc. and/or its applicable Affiliate (“Buyer”) and the seller, provider or vendor of goods and/or services (“Seller”) (such Purchase Order and these Terms and Conditions, collectively, the “Agreement”). The Agreement shall become effective immediately upon Seller’s acceptance of any Purchase Order. Seller shall be deemed to have accepted a Purchase Order if Seller accepts such Purchase Order in writing or by beginning to fill the order or perform the services requested by Buyer in such Purchase Order. In the event any terms in the Purchase Order conflict or are inconsistent with the terms of these Terms and Conditions, these Terms and Conditions shall govern and prevail. Unless Buyer and Seller have entered into a mutually agreed written definitive agreement that has been executed by authorized signatories of each of Buyer and Seller regarding the purchase agreement between Buyer and Seller (each, a “Bespoke Agreement”), the Agreement is the sole and exclusive statement of the purchase agreement between Buyer and Seller, and in no event will any terms or conditions contained in any proposal, quote, estimate, acknowledgement, confirmation, invoice, ordering document, portal, click-through terms or other document received by Buyer (or any Buyer Affiliate) from Seller (or any Seller Affiliate), or otherwise issued by Seller (or any Seller Affiliate), be deemed to be a part of the Agreement, and no act of Buyer (or any Buyer Affiliate) in accepting or paying for any goods or services shall be deemed an acceptance of any proposal, quote, acknowledgement, confirmation, invoice, ordering document, portal, click-through terms or other document received by Buyer (or any Buyer Affiliate) from Seller (or any Seller Affiliate) or otherwise issued by Seller (or any Seller Affiliate). Notwithstanding anything to the contrary set forth in the Agreement, in the event Buyer and Seller have entered into a Bespoke Agreement, such Bespoke Agreement (and not this Agreement), shall govern the transactions contemplated by such Bespoke Agreement. As used in the Agreement, “Affiliate” means, with respect to any entity, all entities directly or indirectly controlling, controlled by or under common control with such entity, where “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

2. **PRICE:**

(a) The price(s) to be paid for the goods ordered or services to be performed shall be as set forth in the Purchase Order unless otherwise agreed to in a signed writing by an authorized representative of both parties. All charges are included in the price and no extra charges of any kind shall be allowed unless specifically agreed to in this Agreement. Unless otherwise agreed to in a signed writing by Buyer, Seller shall apply and collect all applicable United States federal, state, and local and foreign (for purposes of clarity, non-United States) taxes, tax assessments and other governmental charges assessments and duties as are required by applicable law in connection with the goods and services being provided under the Agreement,

except for those for which an exemption may duly be claimed by Buyer. Indirect taxes legally required to be borne by Buyer, including value-added tax, goods and services tax, or sales tax, shall be separately itemized on Seller's invoices and paid by Buyer in addition to the price, unless an exemption may duly be claimed by Buyer. Income, franchise, excise, or similar taxes imposed on Seller's revenue or operations shall be Seller's sole responsibility. Seller shall collect and timely remit taxes and duties as required by applicable law. Any tax, assessment, duty, governmental charge or increase not in effect on the date of the Agreement that is imposed on Seller's income, operations, or business and that may, prior to the completion of deliveries of goods or performance of services, be levied by any governmental agency shall be the liability of Seller without recourse to Buyer.

(b) To the extent not prohibited by applicable law, if during the term of the Agreement Seller makes or offers to make sales of the same goods or services to any third party, in like quantities and of like quality, at prices lower than the prices then in effect under the Agreement, said lower prices shall apply on all goods thereafter shipped to or services performed for Buyer under the Agreement, and Seller shall give Buyer written notice of said lower prices.

3. DELIVERY SCHEDULE, RISK OF LOSS, TRANSPORTATION, PACKAGING; AND TITLE TRANSFER: Shipment or delivery of goods and the performance of services shall be in accordance with the schedule set forth in the Agreement unless otherwise agreed to in a signed writing by authorized representatives of the parties. Seller shall promptly advise Buyer in writing of any inability to make timely shipment. If Seller does not, or it appears that Seller will not, meet Buyer's delivery or work schedule for reasons not caused by a breach by Buyer of the Agreement, Buyer has the right to, in addition to any other rights or remedies provided at law or in equity or the Agreement: (a) cancel the Agreement, in whole or in part, without Buyer liability to Seller except for payment for goods previously shipped and accepted or services previously performed and accepted by Buyer to the extent reasonable in amount and to the extent such goods and services are reasonably usable by Buyer; (b) approve an agreed upon revised delivery or work schedule; (c) require that Seller ship via expedited routing to meet such delivery schedule or to recover the time lost; and/or (d) receive a waiver of all delivery fees for those shipments that are more than one (1) business day late. If Buyer approves a revised delivery schedule or requires Seller to ship via expedited routing, any transportation cost incurred as a result shall be paid by Seller. The shipping terms for the delivery of the goods contemplated by the Agreement shall be as set forth in the applicable Purchase Order; in the event no such shipping terms are specified in the applicable Purchase Order (or otherwise agreed to between the parties in a signed writing), (i) all risk of loss, damage in transit or delay in delivery of the goods ordered pursuant to the Agreement shall remain with Seller until delivery to and acceptance by Buyer, except where transportation of the goods is provided by Buyer's own vehicle, and then risk of loss, damage in transit and delay in delivery shall shift to Buyer upon completion of loading of Buyer's vehicle by Seller, (ii) Seller shall prepare all goods for shipment so as to secure the lowest transportation rates consistent with timely delivery, (iii) Buyer has the right to specify carrier and routing, (iv) Buyer is not liable for extra charges for packing, cartage, drayage, storage or anything else unless expressly stated in the Agreement or otherwise agreed to in a signed writing by Buyer, (v) Seller shall maintain cargo insurance covering the full value of the goods during transit, (vi) any other terms relevant to the shipment of such goods not contemplated by the foregoing clauses (i) through (v) (including, without limitation, export and import clearance, duties, taxes, and transit insurance obligations) shall be as contemplated by the 2020 Incoterm DDP (Delivered Duty Paid) at the place of destination named by Buyer, and (vii) in the event of any conflict between DDP (Incoterms® 2020) and the terms of the Agreement, the Agreement shall control. Title to the goods shall transfer to Buyer upon the earlier to occur of the following: (x) payment for such goods by Buyer and (y) delivery and acceptance by Buyer of such goods. Seller shall mark the

identification number of the Agreement and enclose a packing slip showing the order number and quantity of each container or other receptacle. If not accompanied by a packing slip, Buyer's count and weight shall be conclusive. Time is of the essence under the Agreement. Unless otherwise agreed to in a signed writing by Buyer, Seller shall not make a commitment for materials or production arrangements to fulfill the Agreement in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule.

4. **OVERSHIPMENTS; DELIVERIES IN ADVANCE OF SCHEDULE; UNDERSHIPMENTS:** Overshipments exceeding five percent (5%) of the quantity of goods ordered by Buyer or an amount equal to USD \$25.00 in value, whichever is less, may be accepted by Buyer (in Buyer's sole discretion) upon the terms and conditions set forth in the Agreement. Goods that are delivered in advance of schedule without written authorization from Buyer may, at Buyer's option: (a) be returned to Seller, at Seller's sole risk and expense; (b) be accepted by Buyer with payment withheld by Buyer until the date that the particular goods are actually scheduled for delivery; or (c) be placed in storage, at Seller's sole risk and expense, until the delivery date specified under Buyer's delivery schedule. In the event of an undershipment of any quantity, Buyer shall not be charged for the shipping costs related to the shipment of goods that completes or makes whole the original order. In addition, undershipments of goods ordered shall be treated as a late shipment and shall be subject to the terms of Section 3 of these Terms and Conditions.

5. **PAYMENT TERMS AND SET-OFF:** Payment for goods ordered or services to be performed shall be due sixty (60) days following the date of Buyer's receipt of invoice unless otherwise agreed to in a signed writing by authorized representatives of the parties. Unless otherwise specified in the applicable Purchase Order or agreed to in a signed writing by the parties, all payments shall be made in United States dollars. Where a Purchase Order specifies payment in a currency other than United States dollars, the applicable exchange rate shall be determined as of the date of Buyer's receipt of the applicable invoice, and Seller shall bear all foreign exchange risk arising from fluctuations between the date of the Purchase Order and the date of payment. All payments shall be made via company check, ACH transfer or bank transfer (in each case at Buyer's discretion) unless otherwise agreed by the parties in a writing signed by authorized representatives of the parties. Notwithstanding anything to the contrary set forth in the Agreement, as a condition precedent to Buyer's obligation to make any payment, Seller shall provide Buyer with all information and documentation requested by Buyer (including, without limitation, bank account and tax information) to affect any such payment. Buyer has the right to set off any amount owing at any time from Seller (or any Seller Affiliate) to Buyer (or any Buyer Affiliate) against any amounts payable at any time by Buyer (or any Buyer Affiliate) in connection with the Agreement. All invoices shall be submitted to Buyer within three (3) months following the month in which the goods were accepted, the services were performed, or, if applicable, expenses were incurred. Buyer has no obligation to pay any invoices received more than three (3) months after the month in which the goods were accepted, the services were performed or expenses were incurred.

6. **NO SUBSTITUTION OF MATERIALS:** No change in the goods or services ordered under this Agreement, or their method of production, including substitutions or changes in materials, equipment, processing or production location, shall be made by Seller, or any Subcontractor (defined below), without the prior written consent of Buyer.

7. **REPRESENTATIONS AND WARRANTIES:** Seller, on behalf of itself and each Subcontractor, laborer, mechanic, material and equipment supplier and all other persons acting through, on behalf of or under Seller (as applicable), represents, warrants and covenants that: (a) it has full power and authority to enter into the Agreement and to perform its obligations under the

Agreement; (b) its entry into, and performance under, the Agreement does and shall not violate any law, statute or regulation, and does and will not result in a breach of any agreement or understanding to which it is bound; (c) it is the sole owner of all goods to be sold under the Agreement and has the unrestricted right to convey marketable title of such goods free and clear of all liens and encumbrances; (d) all goods delivered or services performed pursuant to the Agreement conform to the Agreement and any description, specification, drawing or sample relating to such goods or services that have been approved by Buyer in writing; (e) all goods delivered under the Agreement are merchantable and fit for the use intended by Buyer and are in good working condition; (f) all goods and services delivered or provided under the Agreement, and all materials and supplies furnished or used in connection with such goods and services, are of good quality, are brand new and are free from failure or defects in design, material and workmanship; (g) all services provided under the Agreement shall be performed in a good and workmanlike manner; (h) all goods delivered under the Agreement are manufactured in accordance with good manufacturing practices and the Corporate Standards (defined below); (i) all goods and/or services delivered or provided under this Agreement conform to and are furnished in accordance with all applicable United States federal, state, and local and foreign (for purposes of clarity, non-United States) laws, rules and regulations; (j) it is and shall for the duration of the Agreement remain compliant with all applicable taxation laws and shall not commit any offence of cheating the public revenue or any offence consisting of being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of a tax by itself or any other person; (k) that it complies with all applicable laws and regulations governing the handling of Buyer data (including, without limitation, personal data (or equivalent term as defined in applicable data protection laws)) and will not engage in any activity related to Buyer data that would place Buyer in violation of any applicable law or regulation; (l) neither Seller nor any of its directors, officers, employees, agents, Affiliates or Subcontractors is a person or entity that is, or is owned or controlled by a person or entity that is: (i) the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury of the United Kingdom, or any other relevant governmental authority (collectively, "Sanctions"); (ii) located, organized, or resident in a country or territory that is, or whose government is, the target of comprehensive Sanctions (as of the date of the Agreement, including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine) (each, a "Sanctioned Jurisdiction"); or (iii) otherwise listed on any applicable restricted or denied party list maintained by any governmental authority, including, without limitation, the OFAC Specially Designated Nationals and Blocked Persons List, the OFAC Sectoral Sanctions Identifications List, the U.S. Department of Commerce Denied Persons List, Entity List, or Unverified List, or the EU Consolidated Financial Sanctions List; and (m) no goods or services provided under the Agreement will originate from, be routed through, or otherwise involve a Sanctioned Jurisdiction, except as expressly authorized by applicable Sanctions and approved in writing by Buyer. Seller agrees that the representations, warranties and covenants set forth in the Agreement run to Buyer and its Affiliates and their respective successors, assigns, customers, and users of their products and services. Unless otherwise set forth in the applicable Purchase Order, in addition to any other rights it may have at law or in equity or pursuant to the Agreement, Seller shall remedy, without cost to Buyer, any and all defects and/or failures in design, workmanship or materials that arise within a period of one (1) year after the goods were accepted by Buyer or the services were performed, or for such longer period as may be set forth in the applicable Purchase Order, or for such longer period as shall be provided under applicable law. The representations, warranties and covenants set forth in the Agreement survive any delivery, inspection, testing, acceptance or payment by Buyer under the

Agreement, as well as the expiration or termination of the Agreement for any reason. Seller acknowledges that it is an expert in producing and supplying the goods and/or services to be purchased pursuant to the Agreement, and notwithstanding Buyer's acceptance of specifications, samples, test data and the goods and/or services, Seller agrees that Buyer may rely on Seller as an expert.

8. INSPECTION, REJECTION AND RETURN OF GOODS:

(a) All goods and services to be purchased under the Agreement are subject to Buyer's right of inspection and approval, notwithstanding prior payment therefor by Buyer (if any). Buyer has the right to inspect goods purchased under the Agreement at Buyer's destination or Seller's plant or facility, at Buyer's discretion. Buyer reserves the right, in addition to any other rights it may have at law or in equity or pursuant to the Agreement, to reject and refuse acceptance of all or a portion of such goods or services that are not in conformity with Seller's representations, warranties and covenants, as determined by Buyer. Seller agrees that time for acceptance or rejection of any shipment of goods or performance of services shall not expire until (as applicable) (i) the installation of the goods and the inspection of such installation by Buyer; (ii) the use of the goods by Buyer in products it manufactures or processes that embody or employ the goods, or (iii) the use of any item that is an embodiment of the services performed by Seller. In addition to any other rights it may have at law or in equity or pursuant to the Agreement, Buyer has the right to return to Seller all or a portion of such non-conforming goods (regardless of how such non-conformity occurred) or any item representing or embodying the services, or repair any improper installation thereof, at Seller's sole risk and expense, for full credit or refund (at Buyer's election), or require that Seller, at its sole risk and expense, correct, replace or reinstall such goods or services with conforming goods or services within such time as Buyer may require; provided, however, that such corrected or rejected goods or services shall not be converted or replaced by Seller without written authorization from Buyer. If Seller fails to correct or replace any non-conforming goods or services promptly after notification and authorization from Buyer, Buyer may correct or replace or reinstall such goods or services and charge Seller for the cost incurred by Buyer thereby, equitably adjust the order price for such goods or services or set-off the cost under the Agreement, at the sole discretion of Buyer. Any goods or services corrected, replaced or repaired by Seller shall be subject to the representations, warranties and covenants of the Agreement. In the event of rejection by Buyer of all or a portion of the goods or services, Buyer has the right to charge to Seller, and set-off against any payments due Seller, all expense of unpacking, examining, repacking, storing and shipping any goods rejected. Payment for any goods or services hereunder shall not be deemed acceptance thereof.

(b) Buyer's failure to inspect and accept or reject any goods or services shall not relieve Seller from responsibility for goods that do not conform to the Agreement or for latent defects in any goods, or the installation thereof, whether inspected or not, or for fraud or negligence, nor shall anything herein relieve Seller from the obligation to inspect and test the goods or services covered by the Agreement in accordance with good commercial practices and Buyer's requirements and specifications, nor impose any liability upon Buyer for such failure or defects. Seller shall maintain inspection and test records pertaining to such goods and services for a period of ten (10) years (or such longer period that may be required by applicable law) after delivery of such goods and services or as otherwise specified by Buyer, and copies thereof shall be made available to Buyer at any time upon request and without charge. Such records shall include the time when, the manner in which and the persons by whom the goods or services have been inspected and tested and the results of such inspections and tests.

9. **TERMINATION AND REMEDIES:** The Agreement shall be valid for the longer of the term set forth in the applicable Purchase Order (if any) or until such time as Seller has delivered all goods or completed all services set forth in such Purchase Order. In no event shall the Agreement automatically renew for any additional periods of time without a mutually written agreement signed between Buyer and Seller. Buyer has the right to terminate all or any part of the Agreement at any time by written notice to Seller: (a) if Seller fails to observe or comply with any covenants, terms, conditions, representations or warranties contained in the Agreement (including, without limitation, any violation of applicable law, rule or regulation); (b) if Seller, in Buyer's opinion, fails to make progress so as to endanger performance or shipment in accordance with the Agreement; or (c) in the event of any proceeding by or against Seller in bankruptcy or insolvency, the appointment of a receiver or trustee, or an assignment for the benefit of creditors is made by Seller. Further, Buyer has the right to terminate all or any portion of the Agreement (including any Purchase Order) at any time for any reason or no reason upon thirty (30) days' written notice to Seller. Seller acknowledges that in the event of termination by Buyer pursuant to Section 9(a), (b) or (c) of these Terms and Conditions, (x) Buyer may elect to produce or purchase or otherwise acquire the goods or services ordered under the Agreement elsewhere on such terms or in such manner as Buyer may deem appropriate, and Seller agrees Seller shall be liable to Buyer for any excess cost or other expenses incurred by Buyer, and (y) Seller shall promptly, and in any event within ten (10) days following such termination, refund to Buyer all amounts previously paid to Seller for goods and/or services delivered or provided under the Agreement in the event Buyer (in its judgment) determines that such goods and/or services are not able to be used by Buyer as a result of such early termination. In the event of termination by Buyer for convenience, Buyer's only responsibility to Seller shall be the purchase price for (1) goods previously made, delivered to, inspected and accepted by Buyer in accordance with the terms of the Agreement; and (2) services performed and accepted before the date of receipt by Seller of the termination notice. For the avoidance of doubt, in the event of expiration or termination of the Agreement for any reason, Seller shall promptly, and in any event within ten (10) days following such expiration or termination, return to Buyer any amounts prepaid by Buyer for goods or services ordered under the Agreement and not yet delivered or provided to Buyer.

10. **INFRINGEMENT OF PROPRIETARY RIGHTS, INDEMNIFICATION AND INTELLECTUAL PROPERTY OWNERSHIP:**

(a) To the extent that the goods or services supplied under the Agreement are not manufactured or developed to detailed designs and specifications originated and furnished by Buyer, Seller represents and warrants that the sale and use of such goods or services will not infringe the patent, copyright, trademark, industrial design right or other proprietary or intellectual property rights or rights of publicity or privacy of any person, entity or party under the laws of the United States or any other jurisdiction without limitation. Seller shall indemnify, defend and hold Buyer and Buyer's Affiliates, and their respective successors, assigns, shareholders, officers, directors, employees, agents, representatives, customers, contractors and any person or entity selling or using any of Buyer's products (collectively, "Buyer Indemnified Parties"), harmless from and against any and all damages, liabilities, claims, actions, losses, costs, expenses and fees (including reasonable attorneys' and other professionals' fees) (collectively, "Losses") incurred by any of them on account of infringement or alleged infringement of any patent, copyright, trademark, industrial design right or other intellectual property or proprietary right or right of publicity or privacy of any person, entity or party under the laws of the United States or any other jurisdiction, without limitation, by the goods or services or use of the goods or services supplied under the Agreement. Buyer has the right to employ counsel separate from counsel employed by Seller in any proceeding for

which Buyer may be indemnified by Seller and to participate in the defense thereof, but the expense of such counsel employed by Buyer shall be borne by Buyer unless Seller has failed to timely assume the defense of Buyer or employ satisfactory counsel, in each case in Buyer's discretion. Seller shall reimburse Buyer on an on-going, periodic basis for all fees, costs and expenses incurred by Buyer promptly after submission of statements of expenses of Buyer during the pendency of any such proceeding. In addition to all other rights and remedies Buyer has at law, at equity or under the Agreement, in the event Buyer or its Affiliates, customers or anyone selling or using Buyer's products are enjoined from the use, sale or other disposition of the goods or services, conditionally or otherwise, Seller shall, at no additional cost to Buyer, repurchase the goods or services at their purchase price and/or Buyer's products at their purchase price, and repay all costs of all shipments of such goods, services and products incurred by Buyer.

(b) All drawings, photographs, videos, data and/or specifications, designs, patterns, molds, tools, equipment, samples and all other items prepared by Seller for Buyer and/or Buyer's Affiliates pursuant to the Agreement shall be considered works made for hire under the laws of the United States and all relevant jurisdictions, and all rights to copyrights shall be vested in Buyer and its Affiliates, and shall be the sole and exclusive property and proprietary information of Buyer. If for any reason Buyer cannot be deemed to have commissioned "work made for hire," and Buyer's rights to copyright are in doubt, then Seller hereby irrevocably assigns to Buyer (or its applicable Affiliate) all rights in the copyright of such work in perpetuity throughout the universe, including, without limitation, all moral rights and other similar rights existing under the laws of any jurisdiction. To the extent that any moral rights or similar rights cannot be assigned or waived under applicable law, Seller agrees not to assert and to cause its personnel not to assert any such rights against Buyer, Buyer's Affiliates, or their respective successors, assigns, licensees, or customers. Further, all drawings, photographs, videos, data and/or specifications, designs, patterns, molds, tools, equipment, samples and all other items prepared by Seller for Buyer and/or Buyer's Affiliates pursuant to the Agreement, as well as any such items furnished under the Agreement to Seller by Buyer (or Buyer's Affiliate), shall be delivered to Buyer upon demand, and otherwise upon the completion or performance of the Agreement by Seller or upon the earlier expiration or termination of the Agreement in the same condition as supplied, reasonable wear and tear excepted, or, at Buyer's election, destroyed. No reproductions thereof shall be retained by Seller except as authorized in a signed writing by Buyer. While the foregoing items are in the possession of Seller, they shall be conspicuously labeled as the property of Buyer, be kept segregated from all other property of Seller and be kept fully insured by Seller, at Seller's expense, in an amount equal to its replacement cost with a loss payable clause or endorsement in favor of Buyer. In no event shall any such materials or information be used by Seller in its delivery of goods or services to other customers or clients. Seller acknowledges that Buyer and/or Buyer's Affiliates are the exclusive owner(s) of all right, title, and interest in and to the Reserved Rights (defined below) in perpetuity throughout the universe, and Seller has the right to use the Reserved Rights solely for the purpose of, and only as necessary to, provide the requested goods or services to Buyer. "Reserved Rights" means any and all (i) preexisting intellectual property rights owned by Buyer or Buyer's Affiliates; (ii) preexisting intellectual property rights in or related to all underlying products of Buyer or Buyer's Affiliates; and (iii) rights in or related to any other materials or designs created exclusively by Buyer and communicated to Seller. Nothing in the Agreement gives Seller or any other third party any continuing right, title, or interest in, to, or under any of the Reserved Rights, and all goodwill resulting from the use of the Reserved Rights inures to the exclusive benefit of Buyer and Buyer's Affiliates.

11. COMPLIANCE WITH APPLICABLE LAWS AND EQUAL OPPORTUNITY: Seller shall comply

with all applicable laws, rules, and regulations of all applicable jurisdictions (including United States federal, state, and local and foreign (for purposes of clarity, non-United States) laws, rules and regulations), in the performance of this Agreement, including, without limitation, such laws, rules and regulations that may relate to the goods and/or services to be furnished under the Agreement, including, but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Fair Packaging and Labeling Act, the Federal Hazardous Substances Act, the Federal Toxic Substances Control Act, the Fair Labor Standards Act of 1938, and the Occupational Safety and Health Act of 1970, the Global Magnitsky Human Rights Accountability Act of 2016, and any laws, rules and regulations issued or promulgated by the U.S. Food and Drug Administration, Federal Communications Commission, and Federal Trade Commission, together with any and all product safety, consumer protection and product liability laws applicable in the jurisdiction of manufacture, sale or use of the goods and/or services, in each case as amended from time to time, and shall furnish certificates of compliance whenever requested by Buyer. Buyer and/or its Affiliates serve(s) from time to time as a contractor for the United States Government. Accordingly, Seller shall comply with all applicable federal laws, rules and regulations applicable to subcontractors of government contractors, all as amended from time to time, and shall furnish certificates of compliance whenever requested by Buyer. Contract clauses required by the United States government in such circumstances, and all rules and regulations promulgated under the specific acts cited, are incorporated into the Agreement by reference.

12. RECALL OF GOODS: If Seller becomes aware, or reasonably suspects, that any ingredient or component in the goods to be delivered under the Agreement is or may become harmful to persons or property, or that the design or construction of the goods or services to be delivered or provided under the Agreement is defective in any manner that is or may become harmful to persons or property, or if Seller otherwise breaches any of its representations, warranties or covenants to Buyer under the Agreement, Seller shall immediately give written notice thereof, including all relevant information with respect thereto, to Buyer, and Seller shall indemnify, defend and hold Buyer and the Buyer Indemnified Parties harmless from and against any and all Losses paid or incurred by any of them arising out of or relating or incidental to or in connection with such goods or services, including, without limitation, any costs associated with recalling products or goods developed, manufactured, or created by Buyer with the aid of or that incorporate such products, goods or services. Buyer may, at its option, be represented by and actively participate through its own counsel in any suit or action involving any indemnified matter. Should Buyer, either voluntarily or involuntarily, initiate a recall of such products, or if a governmental agency shall take action with respect to them, Seller shall assist and cooperate with Buyer in all respects with said recall, including, but not limited to, developing a recall strategy for the products and working with Buyer and any applicable governmental agency in monitoring Buyer's recall operation and in preparing and furnishing such reports, records or other such information as is necessary in connection therewith, and Seller agrees to pay all costs associated with such recall.

13. INDEMNIFICATION:

(a) Seller shall indemnify, defend and hold Buyer and the Buyer Indemnified Parties harmless from and against any and all Losses arising out of or relating or incidental to or in connection with (i) any breach by Seller of the terms, covenants, representations, warranties or conditions of the Agreement; (ii) any act or failure to act by Seller or its agents, representatives, employees or Subcontractors in the performance of the Agreement; (iii) any negligence on the part of Seller or Seller's Affiliates, employees, agents, Subcontractors, or personnel; (iv) death or injury to persons or damage to property, by whomsoever suffered, claimed to have resulted

from any alleged defect in or failure of the goods or services, or the performance by Seller of work or services pursuant to the Agreement, or the work or performance of services by Seller's agents, representatives, employees or Subcontractors on the premises of Buyer or one of its customers or suppliers, or from the failure of the goods to comply with any applicable sample or specification or with the express or implied warranties given by Seller, its agents, representatives, employees or Subcontractors; (v) claims arising out of the alleged violation by Seller in the manufacture, processing, storage or sale of the goods, or in the performance by Seller of any work or services pursuant to the Agreement, of any applicable law, rule, or regulation, including, without limitation, any United States federal, state, local or non-United States law, statute, ordinance, or administrative order, rule, regulation or standard; or (vi) any unauthorized (whether accidental or intentional) destruction, loss, alteration, or disclosure of, or access to, the proprietary information of Buyer and/or Buyer's Affiliates or personally identifiable information or personal data made available by or on behalf of Buyer and/or Buyer's Affiliates.

(b) Buyer has the right to employ counsel separate from counsel employed by Seller in any such proceeding for which Buyer may be indemnified by Seller and to participate in the defense thereof, but the expense of such counsel employed by Buyer shall be borne by Buyer unless Seller has failed to assume the defense of Buyer or employ satisfactory counsel, in each case in Buyer's discretion. Seller shall reimburse Buyer on an on-going, periodic basis for all fees, costs and expenses incurred by Buyer promptly after submission of statements of expenses of Buyer during the pendency of any such proceeding.

14. **INSURANCE:** Seller shall carry (and shall require any Subcontractor to carry) the following insurance and shall furnish promptly to Buyer upon request a certificate evidencing such coverage: (a) workman's compensation insurance with statutory limits in forms and amounts as required by applicable law; (b) employer's liability insurance with a minimum limit of \$1,000,000 for each occurrence; (c) if use of an automobile is applicable to the goods or services being provided or delivered under this Agreement, automobile liability insurance, including non-owned automobile liability, with a minimum combined single limit of \$1,000,000 each accident; (d) commercial general liability insurance with limits no less than \$2,000,000 per occurrence and in the aggregate; and (e) if Seller will have access to non-public information of Buyer and/or any Buyer Affiliate and/or any of their respective employees, customers or third party business partners or contractors, and/or if Seller's IT systems, services or products will interact with the systems of Buyer (or any Buyer Affiliate), cyber liability insurance covering actual or alleged, intentional, fraudulent or criminal acts of intellectual property torts, network security, or privacy breach. All the foregoing insurance must be primary and non-contributory to any insurance or self-insurance of Buyer. Any certificate must set forth the amount of coverage, policy number, date of expiration. Insurance companies providing coverage under this Agreement must be rated by A.M Best with at least an A- rating and a financial size category of at least Class VII.

15. **ADVERTISING, NONDISCLOSURE OF CONTENTS OF AGREEMENT:** Seller shall not in any manner advertise, publicize, publish or otherwise draw attention to the fact that Seller has furnished or contracted to furnish to Buyer the goods or services purchased under the Agreement, or disclose any of the details connected with the Agreement to any third party, without first obtaining the written consent of Buyer, or except as required for procurement of supplies and services for use in the performance of the Agreement, and then only after the substance of this prohibition is inserted in its orders and made binding upon any third party. Additionally, Seller shall not in any press release, client list, television or radio appearance or other public occasion (including via social media), or before any audience, disclose or refer to

Seller's relationship with Buyer. The terms of this section shall survive the expiration or termination of the Agreement for any reason.

16. PERSONNEL; SUBCONTRACTORS:

(a) Any of Seller's personnel who provide services under the Agreement on Buyer's premises shall do so in a workmanlike manner in accordance with the industry's best practices. All such personnel shall be duly qualified to perform the services and shall be authorized to perform the services in the applicable jurisdiction. Seller agrees that all legally permissible pre-employment drug screenings and criminal background screenings will be performed by Seller on all personnel who provide services at Buyer location(s). Seller and the personnel providing the services shall comply in all respects with all safety regulations of any competent and applicable governmental authorities as well as any security rules or workplace policies Buyer may have in place. Seller shall be responsible for all acts and omissions of its personnel and its Subcontractors, and the personnel of its Subcontractors, in connection with the performance of the Agreement, including, without limitation, while working or otherwise present at any Buyer location (including, without limitation to, in connection with any damage to the building and/or its contents whether caused by theft, vandalism, negligence or omission). Buyer has the right to charge the value of any such damage or loss to Seller, who shall be liable for payment of same to Buyer. In addition, and without prejudice to such other rights and/or remedies as Buyer may have under the Agreement or at law or in equity, Buyer has the right to offset monies to cover same from payments due Seller.

(b) Those portions of the manufacture of goods or provision of services that Seller does not customarily perform with Seller's own personnel may be performed under subcontracts with entities or individuals selected by Seller ("Subcontractors"), provided that Seller shall use reasonable care and diligence in connection with such selection, and provided, further, that Seller shall inform Buyer in writing prior to engaging any Subcontractor to provide goods or services under the Agreement. Seller shall reasonably cooperate with Buyer if Buyer raises any objections to the use of any such Subcontractors. Seller shall be solely responsible for the performance of, and/or failure to perform by, any Subcontractor. Further, Seller represents, warrants and covenants that any Subcontractor shall comply with the obligations and requirements of the Agreement, including (without limitation) the confidentiality, ownership, insurance and indemnification provisions in the Agreement and the Corporate Standards (defined below).

(c) Buyer reserves the right, in compliance with any applicable law, to approve and/or require the replacement of any individual employee or other personnel of Seller or Subcontractor providing services under the Agreement, and Seller agrees that it shall not replace any personnel or Subcontractor after the commencement of work without Buyer's consent.

17. CONFIDENTIAL INFORMATION, BUYER'S PROPERTY & DATA SECURITY:

(a) Drawings, data, designs, inventions, samples, order requirements and any other technical information, financial information, marketing plans, business information, and/or strategic plans supplied by or on behalf of Buyer and/or Buyer's Affiliates, as well as any information about Buyer's and/or Buyer's Affiliates' and/or Buyer's business partners', business operations, customers, contractors, or employees that Seller or Seller's Affiliates and/or

Subcontractors is provided or has access to in its provision of the goods or services under the Agreement are, and shall remain, Buyer's property and proprietary information and shall be held in confidence by Seller and Seller's Affiliates and Subcontractors. Such information shall not be reproduced, used and/or disclosed to others without Buyer's prior written consent, which may be withheld in Buyer's sole discretion, except as strictly required for the performance of the Agreement and except to the extent Seller is able to establish to Buyer's satisfaction that such information: (i) was known by Seller at the time of disclosure to it by Buyer and is not subject to any confidentiality or use restrictions, (ii) became known to Seller after such disclosure to it by Buyer through a third party as a matter of right and without restriction on disclosure, or (iii) is or has become generally known or available to the public through no act or failure to act on the part of the Seller. All such information, including all reproductions, shall be securely destroyed or returned (in Buyer's discretion) to Buyer immediately upon demand, and otherwise upon completion or performance by Seller of the Agreement or its or expiration or termination for any reason. The foregoing information shall be at all times labeled as confidential property of Buyer, but regardless of whether such information is so labelled, Seller shall treat such information in a confidential manner, and Seller acknowledges and agrees that disclosure of this information would injure Buyer. Without limiting any other rights Buyer (or Buyer's Affiliates) may have at law, in equity or pursuant to the Agreement, Seller agrees that in the event of a breach or threatened breach of the confidentiality provisions contained in the Agreement, Buyer shall be entitled to an injunction, recovery of any fees paid, and Buyer's (and its Affiliates') damages of any nature. Where and to the extent that confidential information of Buyer is required to be disclosed by any applicable law or order of any court, governmental or regulatory body of competent jurisdiction, Seller shall, to the extent legally permissible prior to such disclosure, immediately notify and consult with Buyer on the taking of steps to contest or limit such disclosure and/or the timing, content and manner thereof and take into account any comments of Buyer for the purpose of such disclosure. Notwithstanding any provision in the Agreement to the contrary, all trade secrets of Buyer and Buyer's Affiliates shall remain strictly confidential and subject to the confidentiality obligations set forth in the Agreement beyond the expiry or termination of the Agreement and without limitation in point of time.

(b) Seller shall at all times maintain an information security program that contains administrative, technical, and physical safeguards that are appropriate to the nature and scope of its provision of the good and services under the Agreement, and the sensitivity of any data or information that may be collected, stored or transmitted via any portal, platform or other technology provided or used by Seller. Seller shall at all times comply with all applicable data protection laws in relation to processing of personal data (or equivalent term as defined under applicable data protection laws), and must not sell or share any of Buyer's (or Buyer's Affiliates') data, as the terms "sell" or "share" are defined in the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., as amended by the California Consumer Privacy Rights Act of 2020. Without limiting the foregoing, to the extent Seller processes personal data on Buyer's behalf in connection with the Agreement, Seller shall: (i) process such personal data only on Buyer's documented instructions; (ii) ensure that persons authorized to process the personal data are subject to appropriate confidentiality obligations; (iii) not engage any sub-processor without Buyer's prior written authorization, and shall impose data protection obligations no less protective than those set out in this section on any such authorized sub-processor; (iv) not transfer, and shall ensure that its sub-processors (to the extent approved under the immediately preceding subsection) do not transfer, such personal data outside of Buyer's (or Buyer's applicable Affiliate's) jurisdiction without Buyer's prior written authorization, it being agreed that where such cross-border transfer of personal data is required in connection with Seller's provision of goods and/or services, Seller shall provide reasonable

assistance and cooperate with Buyer to implement any additional contractual safeguards or transfer mechanisms required by Buyer to ensure the lawful and compliant transfer of such personal data, and shall not effect any cross-border transfers until such measures have been implemented and approved by Buyer; (v) taking into account the nature of the processing, assist Buyer in responding to requests from data subjects and in complying with Buyer's data breach notification obligations; (vi) notify Buyer without undue delay, and in any event within twenty-four (24) hours, after becoming aware of any personal data breach affecting such personal data, provided that where applicable laws mandate a shorter notification timeline, such shorter timeline shall prevail; (vii) cooperate with Buyer and, if applicable, law enforcement agencies, to investigate and resolve any data breach, including, without limitation, by providing access to records reasonably requested by Buyer and reasonable and timely assistance to Buyer in collecting information, containment of data breach and notifying supervisory authorities and the affected third parties (data subjects), if needed; and (viii) at Buyer's election, return or delete all personal data upon completion of the goods and/or services or termination of the Agreement, unless applicable law requires continued storage for the provision of goods and services under the Agreement. Further, Seller shall at all times comply with all applicable laws in relation to artificial intelligence. Without limitation the generality of the foregoing, to the extent the good or services to be delivered or provided pursuant to the Agreement involve any artificial intelligence or machine learning models or technologies (collectively, "AI/ML Tools"), (x) Seller shall notify Buyer of such AI/ML Tools prior to commencing work under the Agreement, (y) no Buyer information or data shall be used to train, develop or improve such AI/ML Tools, and (z) any results or output generated as a result of the collection, storage, use or other processing of Buyer information or data shall be done solely for the benefit of, and shall be owned by, Buyer. Seller further agrees that it will not use any confidential information of Buyer or Buyer's Affiliates (including, without limitation, the Agreement or its terms) or any personal data in respect of which Buyer is the controller (or equivalent term as defined under applicable data protection laws) as prompts or inputs in or in connection with any publicly accessible instance of any generative AI/ML Tools, platform, system, or application for any purpose.

(c) In the event Seller is developing, installing or providing software and/or systems for Buyer or providing services under the Agreement that require Seller to access or be provided with any credit card data belonging to Buyer (or Buyer's customers) or otherwise fall into the scope of payment card information under the Payment Card Industry, such software, systems and/or services shall be developed and all code shall be stored on Buyer systems unless otherwise explicitly approved in writing by Buyer's Chief Information Security Officer. Further, as specified in Requirement 6 of Payment Card Industry Data Security Standard ("PCI DSS"), Seller must employ secure coding practices for developing Buyer applications and change control procedures. Seller must develop software applications for Buyer in accordance with PCI DSS based on industry best practices and incorporate information security throughout the software development life cycle. As part of Seller's software development life cycle, Seller must conduct on-going application code review to identify coding vulnerabilities and remediate them before deploying them in the company's production environment.

18. **LABOR DISPUTES:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this Agreement by Seller, Seller shall immediately give written notice to Buyer.

19. **CHANGES:** Buyer reserves the right to make changes to these Terms and Conditions at any time, and if requested by Seller, such changes shall be confirmed in writing by Buyer. If any such change causes an increase or decrease in the cost of, or time required for, Seller's

performance, the price therefor and/or time required for performance shall be equitably adjusted, in Buyer's discretion. Any claim for adjustment hereunder must be asserted in writing within thirty (30) days after the date the change is ordered; failure on the part of either party to assert its claim within the time provided shall operate as a waiver thereof.

20. **FORCE MAJEURE:** Neither party shall be liable for non-performance or a delay in performance under the Agreement if such party is directly prevented or prohibited from performing its obligations due to any act of God, natural disaster, fire, embargo, war, threat of terrorism, insurrection, strike, riot, pandemic, epidemic, or the action or inaction of any government or regulatory agency or institution (each a "Force Majeure Event"); provided, however, that (i) a Force Majeure Event shall not excuse Seller's obligation to make any payment of money due under the Agreement, and (ii) in no event shall economic hardship, changes in market conditions, increases in cost of raw materials or components, or inability to obtain supplies or labor at commercially favorable prices constitute a Force Majeure Event. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly, and in any event within ten (10) days, notify the other party of a Force Majeure Event's effect on performance, and how long it is expected to last. Thereafter, the nonperforming party shall update that information as reasonably necessary. During a Force Majeure Event, the nonperforming party shall use reasonable efforts to minimize the scope, extent, duration and adverse effect of any delay in performance and to resume its performance as soon as practicable, including, without limitation, by procuring alternative sources of supply or services at its own expense. If Seller is the nonperforming party, Seller shall, at Buyer's request, identify and facilitate the qualification of alternative sources of supply or services for Buyer's benefit. Buyer has the right, exercisable in its sole discretion, to terminate this Agreement in whole or in part without penalty or liability to Seller if (a) a Force Majeure Event affecting Seller's performance continues for more than thirty (30) days, or (b) Seller fails to provide timely notice or updates as required above. Upon any such termination, Seller shall promptly refund to Buyer any prepaid amounts attributable to goods or services not yet delivered or performed.

21. **CORPORATE STANDARDS; REPORTING; AUDITING:**

(a) Seller acknowledges that it has been made aware of the Tapestry, Inc. Supplier Code of Conduct, Global Operating Principles and Anti-Corruption Policy (the "Corporate Standards"), which are located at <https://investors.tapestry.com/governance/governance-documents/global-business-integrity-program>. Seller represents, warrants and covenants that it has reviewed and understands the Corporate Standards, and that it is presently in compliance and will remain in compliance with the Corporate Standards for the term of the Agreement. Seller further represents, warrants and covenants that it shall provide the Corporate Standards to any Subcontractor and shall confirm such Subcontractor's compliance with the Corporate Standards. Furthermore, Seller agrees to notify Buyer immediately if Seller becomes aware that a violation by Seller or any Subcontractor of the standards set forth in the Corporate Standards has occurred during the term of the Agreement. The Corporate Standards are incorporated by reference. Buyer reserves the right to update and/or expand upon these Corporate Standards from time to time, and any such updates or additions shall be posted at the site noted above.

(b) Seller agrees that it shall provide any reports, certificates of compliance, or other documentation confirming compliance with the Corporate Standards, security or confidentiality or applicable laws as may be reasonably requested by Buyer from time to time. Such reports, certificates of compliance or other documentation shall be in the format requested by Buyer and shall be delivered via email unless otherwise agreed in writing by the parties.

(c) Upon Buyer's request with not less than ten (10) days' notice and not more frequently than twice in any twelve (12)-month period, Seller shall permit Buyer to audit Seller's books, records and operations relating to the any goods or services provided under the Agreement, the invoicing thereof and any security or confidentiality aspects of the services (including, without limitation, any security or background check reports of any personnel or Subcontractor personnel) provided under the Agreement. Buyer audits may be conducted by the internal and/or external auditors and personnel of Buyer who have entered into or are subject to a customary non-disclosure agreement. Seller shall, in a timely manner, cooperate in a commercially reasonable manner with the auditors and provide the auditors commercially reasonable assistance as they may reasonably request in connection with Buyer's audit.

22. **GOVERNING LAW AND DISPUTE RESOLUTION:** The Agreement and any claim related directly or indirectly to the Agreement shall be governed by the laws of the State of New York, without regard to its conflicts of law principles. The parties hereby irrevocably and unconditionally submit (to the extent permitted by applicable law) to the exclusive jurisdiction of the courts of the State of New York located in the City and County of New York and the United States District Court for the Southern District of New York for any legal action or proceeding arising out of the Agreement or Seller's engagement hereunder, and each of the parties hereby irrevocably consents to service of process in any such action or proceeding by certified or registered mail at the address for such party set forth above. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement or any transaction contemplated hereby. To the extent that Article 2 of the Uniform Commercial Code applies to any transaction under the Agreement, the terms of the Agreement shall govern over any conflicting or inconsistent default or gap-filler provision of the Uniform Commercial Code, and the parties intend the Agreement to constitute the complete and exclusive statement of terms with respect to such transaction within the meaning of Section 2-202 of the Uniform Commercial Code.

23. **MISCELLANEOUS:** Neither the Agreement nor any payment or performance due under the Agreement may be assigned, transferred, sublet, subcontracted or delegated, in whole or in part, by Seller without the prior written consent of Buyer; any purported assignment, transfer, sublet, subcontract or delegation shall be null and void. Buyer may freely assign, transfer, sublet, subcontract and/or delegate all or any portion of the Agreement without Seller's consent. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns. No act or failure to act of Buyer shall constitute a waiver of any provision contained in the Agreement. To be valid, a waiver of any requirement or obligation under the Agreement by Buyer must be in writing and signed by Buyer; any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. The section headings contained in the Agreement are not part of the Agreement but are included solely for the convenience of the parties. Unless otherwise expressly stated in the Agreement, all rights and remedies set forth in the Agreement are cumulative with all other remedies available at law or in equity. If any term of the Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced as determined by a court of competent jurisdiction, then such term shall be excluded to the extent of such invalidity or unenforceability, provided, that, to the extent permitted by applicable law and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term; all other terms of the Agreement shall remain in full force and effect. If application of this paragraph should materially and adversely affect the economic substance of the transactions contemplated by Buyer, Buyer shall be entitled to compensation for such adverse impact.

24. INDEPENDENT CONTRACTORS: Nothing contained in the Agreement shall be construed as creating a partnership or joint venture between Buyer and Seller, and Seller shall at all times during the term of the Agreement be deemed to be an independent contractor, solely responsible for the manner by and the form in which it fulfills the Agreement. Seller acknowledges and agrees it has no authority to bind or obligate Buyer or any Buyer Affiliate in any way. To the extent Seller's obligations under the Agreement require the performance of services by Seller on the premises of Buyer or any of Buyer's customers, Seller agrees that such services are to be rendered by Seller as an independent contractor, and Seller shall comply with all of Buyer's or said customer's safety rules and regulations and shall provide all safeguards and take all necessary precautions to prevent the occurrence of any injury to any person or property during the performance of such services.

25. NOTICES: Any notices, consents or approvals called for under the Agreement shall be provided in writing to be delivered or sent by overnight delivery service or by certified mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon, addressed in the case of Buyer to its office located at the address set forth on the Purchase Order, with copy to Tapestry, Inc., 10 Hudson Yards, New York, NY 10001, Attention: Office of Chief Legal Officer, and in the case of Seller at such address as Seller shall provide Buyer, or if no address is provided, at Seller's principal offices as determined by Buyer. The address of either party may be changed by written notice to the other. Any notice will be deemed to have been received by a party the next day if sent by overnight delivery service and three (3) days from the date sent if given by certified mail, return receipt requested.

26. AMENDMENT: Except in accordance with the provisions of Section 19 of these Terms and Conditions, the Agreement may be amended only by a writing signed by representatives of both Seller and Buyer, each duly authorized to execute such amendment.

27. SURVIVAL: Notwithstanding any provision of the Agreement to the contrary, the terms of any clause that would survive by its nature shall survive the termination of the Agreement for any reason.

28. ADDITIONAL TERMS (AS APPLICABLE):

(a) Upon Buyer's request, Seller shall establish an account on the SAP Business Network to receive Purchase Orders electronically and submit all invoices electronically via Buyer's SAP Business Network. Seller shall otherwise make use of such solution as reasonably requested by Buyer. If the Seller utilized the solution in a way that requires fees to be paid to SAP Business Network, Seller is solely responsible for such fees.

(b) Upon Buyer's request and pending Seller's technological ability, Seller shall create a custom e-catalog displaying all goods available for purchase by Buyer under the Purchase Order, which will display pricing specific to Buyer. This e-catalog will be integrated with Buyer's Ariba provided Procure-to-Pay solution at no additional cost to Buyer. Seller shall update this catalog as inventories and needs change or as may otherwise be agreed by the parties. Seller shall remedy any pricing discrepancy with twenty-four (24) hours of notice of such discrepancy from Buyer. Any overpayment resulting from Seller's display of incorrect pricing in any e-catalog shall either be refunded to Buyer or made available as a credit to Buyer against future purchases within three (3) days of Buyer's written notification (email accepted) to Seller detailing such error/overpayment.

(c) Notwithstanding anything to the contrary set forth in the Agreement, the parties acknowledge and agree that in order to satisfy any foreign (for purposes of clarity, non-United States) laws, rules, regulations and/or other requirements of Buyer and/or Buyer's Affiliates, the terms and conditions set forth on Schedule 1 attached to these Terms and Conditions shall apply as specified on such Schedule 1. The Agreement has been drafted in English, and any translation of it is provided for convenience only. If there is any conflict or inconsistency between the English version and any translation, the English version will govern, except where applicable local law requires that the local-language version govern, in which case the local-language version will govern only in that jurisdiction and only to the extent that law requires.

Schedule 1

Additional Regional Terms

- **Europe (including the European Union, the United Kingdom and Switzerland)**
 - In the event (1) Buyer is incorporated (or otherwise legally formed or established) in the European Union, the United Kingdom or Switzerland, and (2) Seller is providing the goods and/or services contemplated by the Agreement in or from the European Union, the United Kingdom or Switzerland, then the following provisions shall apply:
 - Insurance: The insurance requirements set forth in Section 14 of the Terms and Conditions shall be deemed to refer to the equivalent insurance coverages customarily available and required under applicable law and industry standards in such jurisdictions (including, without limitation, employers' liability insurance in place of workman's compensation and employer's liability insurance, and public and products liability insurance in place of commercial general liability insurance), in each case with limits no less than the equivalent limits set out in Section 14 of the Terms and Conditions, and, where there is not a relevant equivalent, with limits customary for Seller's industry and the scope of goods and/or services provided under the Agreement.
 - Governing Law & Disputes: Notwithstanding anything to the contrary set forth in Section 22 of the Terms and Conditions (Governing Law and Dispute Resolution), any dispute or claim arising out of or in connection with the Agreement or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement or any transaction contemplated hereby.
 - Notices: Notwithstanding anything to the contrary set forth in Section 25 of the Terms and Conditions (Notices), Seller shall send copies of all notices to the following address (instead of to Tapestry, Inc., 10 Hudson Yards, New York, NY 10001, Attention: Office of Chief Legal Officer): 7th Floor, Brunel Building, Greater London GTL W2 1DG, United Kingdom, Attention: Legal Department.
 - Certain Statutes: Without limiting any other provision of the Agreement, Seller shall comply with the UK Bribery Act 2010, the UK Criminal Finances Act 2017 and the UK Modern Slavery Act 2015.
- **Mainland China**
 - In the event (1) Buyer is incorporated (or otherwise legally formed or established) in mainland China, and (2) Seller is providing the goods and/or services contemplated by the Agreement in or from, mainland China, then the following provisions shall apply:
 - Insurance: Notwithstanding anything to the contrary set forth in Section 14 of the Terms and Conditions (Insurance), Seller shall carry (and shall require any

Subcontractor to carry) the following insurance with an insurance company or companies acceptable to Buyer, and shall furnish promptly to Buyer upon request an insurance carrier certificate evidencing such coverage: (a) Employees' statutory social insurance and housing provident fund contributions in the forms and amounts required by applicable law; (b) Automobile Liability insurance including coverage for all owned and non-owned vehicles with a minimum limit of CNY1,000,000 for third party liability; (c) Public Liability/Commercial General Liability ("CGL") insurance covering Buyer's, Buyer Affiliates' and third party liability providing protection against bodily injury, property damage, personal and advertising liability, contractual liability, products and completed operations liability on an occurrence basis with a minimum limit of CNY5,000,000 per occurrence and in the aggregate. A combination of umbrella/excess policies can be used to satisfy this requirement. If umbrella/excess policies are used to satisfy this requirement, all umbrella/excess policies must be on a follow form basis to the underlying primary policy; (d) Crime insurance covering employee dishonesty, computer fraud, forgery and, on and off premises property with a minimum limit of USD2,000,000 per occurrence and in the aggregate. Buyer and Buyer Affiliates must be included as a loss payee; (e) Professional / Errors & Omissions Liability insurance with a minimum limit of USD5,000,000 for each claim and in the aggregate. If the policy is written on a claims-made basis, the Professional Liability insurance retroactive coverage date shall be no later than the effective date of the Agreement. Seller shall continuously maintain such insurance or purchase an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after expiration or termination of the Agreement will be deemed to have been made during the policy period. The policy shall not contain any provision that would prevent, preclude or exclude a claim brought by Buyer or Buyer Affiliates; and (f) Cyber / Tech Errors & Omissions insurance covering actual or alleged, intentional, fraudulent or criminal acts of intellectual property torts, network security, or privacy breach of Seller, its agents or employees, which must be maintained for at least one (1) year following the expiration or termination of the Agreement, and which should expressly provide, without limitation, unauthorized use/access of a computer system, defense of any regulatory action involving a breach of privacy, failure to protect confidential information from disclosure, notification costs, whether or not required by applicable law, and failure to access data/systems of reliant computer networks, and have a minimum limit of: (i) USD1,000,000 for each claim and in the aggregate if the Seller's aggregated annual revenue is less than USD100,000,000; (ii) USD5,000,000 for each claim and in the aggregate if the Seller's aggregated annual revenue is USD100,000,000 or more, but less than USD250,000,000; (iii) USD10,000,000 for each claim and in the aggregate if the Seller's aggregated annual revenue is USD250,000,000 or more, but less than USD1,000,000,000; and (iv) USD25,000,000 for each claim and in the aggregate if the Seller's aggregated annual revenue is USD1,000,000,000 or more. The term "aggregated annual revenue" herein refers to the aggregate annual revenue of the Seller and its Affiliates, determined on a consolidated basis, at the time of entry into the Agreement. The Professional/ Errors & Omissions insurance shall cover any and all errors, omissions or negligent acts in the delivery or performance of products, services and/or licensed programs under this Agreement. The Cyber / Tech Errors & Omissions Liability insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, identity theft, invasion of privacy, damage/loss/theft of or to data, degradation, downtime, etc.) and intellectual property infringement, such

as copyrights, trademarks, service marks and trade dress. Buyer and Buyer Affiliates, and their employees, directors, officers and agents shall be included as additional insureds on the Public Liability/CGL, Automobile liability and excess/umbrella policies. All the foregoing insurance policies must be primary and non-contributory to any insurance and required to respond and pay prior to any other insurance or self-insurance available and must (except in respect of Professional / Errors & Omissions liability insurance) include waivers of subrogation. The limits required above shall not limit access to additional limits carried by Seller or its Subcontractors. Certificates of insurance shall be delivered prior to the commencement of the Agreement and before any of Seller's personnel or equipment enter Buyer's or Buyer Affiliates' premises to ExternalCOI@tapestry.com. Renewal certificates shall be delivered no later than ten (10) days after each policy's expiration. Any certificate must set forth the amount of coverage, policy number, date of expiration, additional insured, primary and non-contributory and waiver of subrogation wording and provide that Buyer shall be given at least sixty (60) days' written notice prior to any expiration, termination, non-renewal or material change in coverage unless under any applicable laws a shorter time period for notice is required, in which case such time period shall apply. Policies shall be maintained with insurance carriers authorized to do business in the regions where services are being rendered. Insurance carriers shall have an AM Best rating and financial size category of A- VII or better.

- Governing Law & Disputes: In the event (1) Buyer is incorporated (or otherwise legally formed or established) in mainland China, and (2) Seller is providing the goods and/or services contemplated by the Agreement in or from mainland China, then, notwithstanding anything to the contrary set forth in Section 22 of the Terms and Conditions (Governing Law and Dispute Resolution), any dispute or claim arising out of or in connection with the Agreement or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the People's Republic of China, without regard to its conflicts of law principles. The parties hereby irrevocably and unconditionally agree to submit (to the extent permitted by applicable law) to the Shanghai International Arbitration Center ("SHIAC") for arbitration in Shanghai in accordance with its effective rules at the time of arbitration application, and the arbitration award shall be final and binding upon both parties. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement or any transaction contemplated hereby.
- Notices: Notwithstanding anything to the contrary set forth in Section 25 of the Terms and Conditions (Notices), Seller shall send copies of all notices to the following address (instead of to Tapestry, Inc., 10 Hudson Yards, New York, NY 10001, Attention: Office of Chief Legal Officer): 19F, Suhe Center MT, 99 North Shanxi Road, Jing An District, Shanghai, China, Attention: GC Legal.
- **Hong Kong SAR and Macao SAR**
 - In the event (1) Buyer is incorporated (or otherwise legally formed or established) in Hong Kong SAR or Macao SAR, and (2) Seller is providing the goods and/or services contemplated by the Agreement in or from, Hong Kong SAR or Macao SAR, then the following provisions shall apply:
 - Insurance: Notwithstanding anything to the contrary set forth in Section 14 of the

Terms and Conditions (Insurance), Seller shall carry (and shall require any Subcontractor to carry) the following insurance with an insurance company or companies acceptable to Buyer, and shall furnish promptly to Buyer upon request an insurance carrier certificate evidencing such coverage: (a) Workers' Compensation and Employer's Liability insurance in the form and amount required by applicable law; (b) Automobile Liability insurance including coverage for all owned and non-owned vehicles with a minimum limit of HKD100,000,000 for third party bodily injury; (c) Public Liability insurance covering Buyer's, Buyer Affiliates' and third party liability providing protection against bodily injury, property damage, personal and advertising liability, contractual liability, products and completed operations liability on an occurrence basis with a minimum limit of HKD20,000,000 per occurrence and in the aggregate. A combination of umbrella/excess policies can be used to satisfy this requirement. If umbrella/excess policies are used to satisfy this requirement, all umbrella/excess policies must be on a follow form basis to the underlying primary policy; (d) Crime insurance covering employee dishonesty, computer fraud, forgery and, on and off premises property with a minimum limit of USD2,000,000 per occurrence and in the aggregate. Buyer and Buyer Affiliates must be included as a loss payee; (e) Professional / Errors & Omissions Liability insurance with a minimum limit of USD5,000,000 for each claim and in the aggregate. If the policy is written on a claims-made basis, the Professional Liability insurance retroactive coverage date shall be no later than the effective date of the Agreement. Seller shall continuously maintain such insurance or purchase an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after expiration or termination of the Agreement will be deemed to have been made during the policy period. The policy shall not contain any provision that would prevent, preclude or exclude a claim brought by Buyer or Buyer Affiliates; and (f) Cyber / Tech Errors & Omissions insurance covering actual or alleged, intentional, fraudulent or criminal acts of intellectual property torts, network security, or privacy breach of Seller, its agents or employees, which must be maintained for at least one (1) year following the expiration or termination of the Agreement, and which should expressly provide, without limitation, unauthorized use/access of a computer system, defense of any regulatory action involving a breach of privacy, failure to protect confidential information from disclosure, notification costs, whether or not required by applicable law, and failure to access data/systems of reliant computer networks, and have a minimum limit of: (i) USD1,000,000 for each claim and in the aggregate if the Seller's aggregated annual revenue is less than USD100,000,000; (ii) USD5,000,000 for each claim and in the aggregate if the Seller's aggregated annual revenue is USD100,000,000 or more, but less than USD250,000,000; (iii) USD10,000,000 for each claim and in the aggregate if the Seller's aggregated annual revenue is USD250,000,000 or more, but less than USD1,000,000,000; and (iv) USD25,000,000 for each claim and in the aggregate if the Seller's aggregated annual revenue is USD1,000,000,000 or more. The term "aggregated annual revenue" herein refers to the aggregate annual revenue of the Seller and its Affiliates, determined on a consolidated basis, at the time of entry into the Agreement. The Professional/ Errors & Omissions insurance shall cover any and all errors, omissions or negligent acts in the delivery or performance of products, services and/or licensed programs under this Agreement. The Cyber / Tech Errors & Omissions Liability insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, identity theft, invasion of privacy, damage/loss/theft of or to data, degradation, downtime, etc.) and intellectual property infringement, such

as copyrights, trademarks, service marks and trade dress. Buyer and Buyer Affiliates, and their employees, directors, officers and agents shall be included as additional insureds on the Public Liability, Automobile liability and excess/umbrella policies. All the foregoing insurance policies must be primary and non-contributory to any insurance and required to respond and pay prior to any other insurance or self-insurance available and must (except in respect of Professional / Errors & Omissions liability insurance) include waivers of subrogation. The limits required above shall not limit access to additional limits carried by Seller or its Subcontractors. Certificates of insurance shall be delivered prior to the commencement of the Agreement and before any of Seller's personnel or equipment enter Buyer's or Buyer Affiliates' premises to ExternalCOL@tapestry.com. Renewal certificates shall be delivered no later than ten (10) days after each policy's expiration. Any certificate must set forth the amount of coverage, policy number, date of expiration, additional insured, primary and non-contributory and waiver of subrogation wording and provide that Buyer shall be given at least sixty (60) days' written notice prior to any expiration, termination, non-renewal or material change in coverage unless under any applicable laws a shorter time period for notice is required, in which case such time period shall apply. Policies shall be maintained with insurance carriers authorized to do business in the regions where services are being rendered. Insurance carriers shall have an AM Best rating and financial size category of A- VII or better.

- Governing Law & Disputes: In the event (1) Buyer is incorporated (or otherwise legally formed or established) in Hong Kong SAR or Macao SAR, and (2) Seller is providing the goods and/or services contemplated by the Agreement in or from Hong Kong SAR or Macao SAR, then, notwithstanding anything to the contrary set forth in Section 22 of the Terms and Conditions (Governing Law and Dispute Resolution), any dispute or claim arising out of or in connection with the Agreement or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Hong Kong SAR (without regard to its conflicts of law principles), and the parties hereby irrevocably and unconditionally submit (to the extent permitted by applicable law) to the exclusive jurisdiction of the courts of Hong Kong SAR for any legal action or proceeding arising out of the Agreement or Seller's engagement pursuant to the Agreement. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement or any transaction contemplated hereby.
- Notices: Notwithstanding anything to the contrary set forth in Section 25 of the Terms and Conditions (Notices), Seller shall send copies of all notices to the following address (instead of to Tapestry, Inc., 10 Hudson Yards, New York, NY 10001, Attention: Office of Chief Legal Officer): 19F, Suhe Center MT, 99 North Shanxi Road, Jing An District, Shanghai, China, Attention: GC Legal.

- **Taiwan**

- In the event (1) Buyer is incorporated (or otherwise legally formed or established) in Taiwan, and (2) Seller is providing the goods and/or services contemplated by the Agreement in or from, Taiwan, then the following provisions shall apply:
 - Insurance: Notwithstanding anything to the contrary set forth in Section 14 of the Terms and Conditions (Insurance), Seller shall carry (and shall require any

Subcontractor to carry) the following insurance with an insurance company or companies acceptable to Buyer, and shall furnish promptly to Buyer upon request an insurance carrier certificate evidencing such coverage: (a) Labor Insurance in the form and amount required by applicable law; (b) Automobile Liability insurance including coverage for all owned and non-owned vehicles with a minimum limit of TWD2,000,000 for third party bodily injury and TWD400,000 for property damage; (c) Commercial General Liability (“CGL”) insurance covering Buyer’s, Buyer Affiliates’ and third party liability providing protection against bodily injury, property damage, personal and advertising liability, contractual liability, products and completed operations liability on an occurrence basis with a minimum limit of USD1,000,000 per occurrence and in the aggregate. A combination of umbrella/excess policies can be used to satisfy this requirement. If umbrella/excess policies are used to satisfy this requirement, all umbrella/excess policies must be on a follow form basis to the underlying primary policy; (d) Crime insurance covering employee dishonesty, computer fraud, forgery and, on and off premises property with a minimum limit of USD2,000,000 per occurrence and in the aggregate. Buyer and Buyer Affiliates must be included as a loss payee; (e) Professional / Errors & Omissions Liability insurance with a minimum limit of USD5,000,000 for each claim and in the aggregate. If the policy is written on a claims-made basis, the Professional Liability insurance retroactive coverage date shall be no later than the effective date of the Agreement. Seller shall continuously maintain such insurance or purchase an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after expiration or termination of the Agreement will be deemed to have been made during the policy period. The policy shall not contain any provision that would prevent, preclude or exclude a claim brought by Buyer or Buyer Affiliates; and (f) Cyber / Tech Errors & Omissions insurance covering actual or alleged, intentional, fraudulent or criminal acts of intellectual property torts, network security, or privacy breach of Seller, its agents or employees, which must be maintained for at least one (1) year following the expiration or termination of the Agreement, and which should expressly provide, without limitation, unauthorized use/access of a computer system, defense of any regulatory action involving a breach of privacy, failure to protect confidential information from disclosure, notification costs, whether or not required by applicable law, and failure to access data/systems of reliant computer networks, and have a minimum limit of: (i) USD1,000,000 for each claim and in the aggregate if the Seller’s aggregated annual revenue is less than USD100,000,000; (ii) USD5,000,000 for each claim and in the aggregate if the Seller’s aggregated annual revenue is USD100,000,000 or more, but less than USD250,000,000; (iii) USD10,000,000 for each claim and in the aggregate if the Seller’s aggregated annual revenue is USD250,000,000 or more, but less than USD1,000,000,000; and (iv) USD25,000,000 for each claim and in the aggregate if the Seller’s aggregated annual revenue is USD1,000,000,000 or more. The term “aggregated annual revenue” herein refers to the aggregate annual revenue of the Seller and its Affiliates, determined on a consolidated basis, at the time of entry into the Agreement. The Professional/ Errors & Omissions insurance shall cover any and all errors, omissions or negligent acts in the delivery or performance of products, services and/or licensed programs under this Agreement. The Cyber / Tech Errors & Omissions Liability insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, identity theft, invasion of privacy, damage/loss/theft of or to data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress. Buyer and Buyer Affiliates,

and their employees, directors, officers and agents shall be included as additional insureds on the CGL, Automobile liability and excess/umbrella policies. All the foregoing insurance policies must be primary and non-contributory to any insurance and required to respond and pay prior to any other insurance or self-insurance available and must (except in respect of Professional / Errors & Omissions liability insurance) include waivers of subrogation. The limits required above shall not limit access to additional limits carried by Seller or its Subcontractors. Certificates of insurance shall be delivered prior to the commencement of the Agreement and before any of Seller's personnel or equipment enter Buyer's or Buyer Affiliates' premises to ExternalCOL@tapestry.com. Renewal certificates shall be delivered no later than ten (10) days after each policy's expiration. Any certificate must set forth the amount of coverage, policy number, date of expiration, additional insured, primary and non-contributory and waiver of subrogation wording and provide that Buyer shall be given at least sixty (60) days' written notice prior to any expiration, termination, non-renewal or material change in coverage unless under any applicable laws a shorter time period for notice is required, in which case such time period shall apply. Policies shall be maintained with insurance carriers authorized to do business in the regions where services are being rendered. Insurance carriers shall have an AM Best rating and financial size category of A- VII or better.

- Governing Law & Disputes: In the event (1) Buyer is incorporated (or otherwise legally formed or established) in Taiwan, and (2) Seller is providing the goods and/or services contemplated by the Agreement in or from Taiwan, then, notwithstanding anything to the contrary set forth in Section 22 of the Terms and Conditions (Governing Law and Dispute Resolution), any dispute or claim arising out of or in connection with the Agreement or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Taiwan (without regard to its conflicts of law principles), and the parties hereby irrevocably and unconditionally submit (to the extent permitted by applicable law) to the exclusive jurisdiction of the Taiwan Taipei District Court for any legal action or proceeding arising out of the Agreement or Seller's engagement pursuant to the Agreement. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement or any transaction contemplated hereby.
- Notices: Notwithstanding anything to the contrary set forth in Section 25 of the Terms and Conditions (Notices), Seller shall send copies of all notices to the following address (instead of to Tapestry, Inc., 10 Hudson Yards, New York, NY 10001, Attention: Office of Chief Legal Officer): 19F, Suhe Center MT, 99 North Shanxi Road, Jing An District, Shanghai, China, Attention: GC Legal.

- **Japan**

- In the event (1) Buyer is incorporated (or otherwise legally formed or established) in Japan, and (2) Seller is providing the goods and/or services contemplated by the Agreement in or from Japan, then the following provisions shall apply:
 - Payment Terms: Notwithstanding anything to the contrary set forth in Section 5 of the Terms and Conditions (Payment Terms and Set-Off), in the event the transaction(s) contemplated by the Agreement fall within the scope of the Act against Delay in Payment of Subcontract Proceeds, etc. to Subcontractors ("Subcontract Act")

or the Act on Ensuring Proper Transactions Involving Specified Entrusted Business Operators ("Freelance Protection Act"), payment shall be made within sixty (60) days following the date of delivery or provision of the applicable services, in accordance with the applicable law.

- Insurance: Notwithstanding anything to the contrary set forth in Section 14 of the Terms and Conditions (Insurance), Seller shall carry (and shall require any Subcontractor to carry) the following insurance with an insurance company or companies acceptable to Buyer, and shall furnish promptly to Buyer upon request an insurance carrier certificate evidencing such coverage: (a) automobile liability insurance, with limits required under the mandatory Compulsory Automobile Liability Insurance (CALI); (b) commercial general liability ("CGL") insurance, ISO 1996 or later occurrence form of insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least 100 Million JPY combined single limit for bodily injury and property damage per occurrence; if Seller is furnishing to Buyer (by sale or otherwise) products or material or construction, installation, maintenance or repair services are involved, CGL insurance endorsed to include products liability and completed operations coverage in the amount of 100 Million JPY per occurrence, which must be maintained for at least one (1) year following the expiration or termination of the Agreement; further, all CGL policies shall name Buyer and Buyer's Affiliates and agents (as requested) as additional insureds; (c) commercial crime insurance providing coverage in the amount equivalent to USD \$2,000,000 for each claim and in the aggregate for direct losses of money, securities and other property of Buyer (owned or leased) caused by the unlawful taking by any employee of Seller, acting alone or in collusion with others, which will name Buyer as a third party loss payee as its interests may appear; (d) Professional Liability Insurance with an aggregate limit of liability not less than the amount equivalent to USD \$1,000,000; and (e) cyber covering actual or alleged, intentional, fraudulent or criminal acts of intellectual property torts, network security, or privacy breach, which must be maintained for at least one (1) year following the expiration or termination of this Agreement, and expressly providing, without limitation, unauthorized use/access of a computer system, defense of any regulatory action involving a breach of privacy, failure to protect confidential information from disclosure, notification costs, whether or not required by applicable law, and failure to access data/systems of reliant computer networks, with a minimum limit liability of the amount equivalent to USD \$250,000 for each claim and in the aggregate. Such insurance shall cover any and all errors, omissions or negligent acts in the delivery or performance of products, services and/or licensed programs under this Agreement. Such Professional Liability insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, identity theft, invasion of privacy, damage/loss/theft of or to data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress. The Professional Liability Insurance retroactive coverage date shall be no later than the effective date of this Agreement. Seller shall continuously maintain such insurance or purchase an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after termination of the Agreement will be deemed to have been made during the policy period. All the foregoing insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Any certificate must set forth the

amount of coverage, policy number, date of expiration, and provide that Buyer shall be given at least sixty (60) days' written notice prior to any expiration, termination, non-renewal or material change in coverage unless under any applicable laws a shorter time period for notice is required, in which case such time period shall apply. If Seller is self-insured and registration with the state is required to evidence particular coverage, the certificate of the appropriate state agency of the state in which said work is to be performed must be furnished directly to Buyer by such state agency. Insurance companies providing coverage under this Agreement must be rated by A.M Best with at least an A- rating and a financial size category of at least Class VII.

- Governing Law & Disputes: Notwithstanding anything to the contrary set forth in Section 22 of the Terms and Conditions (Governing Law and Dispute Resolution), any dispute or claim arising out of or in connection with the Agreement or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Japan, and the parties hereby agree that the Tokyo District Court shall have exclusive jurisdiction as the court of first instance over any and all disputes, controversies, or claims arising out of or in connection with the Agreement or the engagement of Seller pursuant to the Agreement. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement or any transaction contemplated hereby.
- Notices: Notwithstanding anything to the contrary set forth in Section 25 of the Terms and Conditions (Notices), Seller shall send copies of all notices to the following address (instead of to Tapestry, Inc., 10 Hudson Yards, New York, NY 10001, Attention: Office of Chief Legal Officer): P.O. Box 15, 6-10-1, Roppongi, Minato-ku, 106-6119, Japan /Email: TPRJapanLegal@tapestry.com, Attention: Legal Department.
- Certain Statutes: Without limiting any other provision of the Agreement, the parties hereby agree as follows in connection with anti-social forces laws, rules and regulations:
 - Each party warrants that at present and in the future, its executive officers and any persons substantially involved with its management are not Anti-social Forces and that it has not entered into the Agreement on behalf of Anti-social Forces. An "Anti-social Force" shall mean any of the following:
 - a criminal organization (boryokudan);
 - a member of any criminal organization (boryokudanin);
 - a quasi-constituent of a criminal organization (boryokudan junkoseiin);
 - an enterprise related to criminal organization (boryokudan kankei kigyo);
 - a sokaiya (corporate extortionist), etc., a force seeking unfair profits by the use of violent or illegal acts while claiming to be a social movement (shakai undo hyobo goro); or
 - a person or organization equivalent to any of the previous items.
 - Each party warrants that, in connection with the Agreement, it shall not, either by itself or by way of third parties, conduct any of the following acts:
 - violent demands;
 - improper demands in excess of legal responsibilities;
 - acts of violence or menacing statements in relation to a transaction;
 - spreading of rumors, use of fraudulent means or use of obstruction to harm

the reputation of the other party, or to obstruct the business of the other party; or

- any other act equivalent to any of the previous items.
- In the event that either party breaches the above or there are reasonable grounds to suspect that there is such a breach, the other party may immediately terminate the Agreement without any notice or the tender of the performance of any obligation. Such right of termination shall not be exclusive of any other rights or remedies that either party may have under the Agreement or at law or in equity for damages or otherwise.

- **South Korea**

- In the event (1) Buyer is incorporated (or otherwise legally formed or established) in South Korea, and (2) Seller is providing the goods and/or services contemplated by the Agreement in or from South Korea, then the following provisions shall apply:
 - **Payment Terms:** Notwithstanding anything to the contrary set forth in Section 5 of the Terms and Conditions (Payment Terms and Set-Off), if and to the extent that the applicable goods, services, deliverables or other subject matter constitute subcontracted work subject to the Fair Transactions in Subcontracting Act of Korea or other mandatory Korean subcontracting laws, Buyer shall pay the applicable amount no later than sixty (60) days from the date on which Buyer receives the applicable goods, services, deliverables or other subject matter, or within any shorter period required by applicable law. For transactions not subject to such subcontracting laws, payment shall be due sixty (60) days following Buyer's receipt of a valid and undisputed invoice. For the avoidance of doubt, any statutory payment period under applicable Korean subcontracting laws shall not be extended by Buyer's internal invoice processing cycle, approval process, or receipt of an invoice, except to the extent permitted by applicable law. Notwithstanding anything to the contrary in Section 5 of the Terms and Conditions, no provision of the Agreement shall operate to waive, reduce, delay or otherwise restrict any payment rights that are mandatory under applicable Korean subcontracting laws. To the extent required under applicable Korean subcontracting laws, Buyer's rights of set-off shall be exercised only in a manner permitted by such laws.
 - **Insurance:** Notwithstanding anything to the contrary set forth in Section 14 of the Terms and Conditions (Insurance), Seller shall carry (and shall require any Subcontractor to carry) the following insurance with an insurance company or companies acceptable to Buyer, and shall furnish promptly to Buyer upon request an insurance carrier certificate evidencing such coverage: (a) automobile liability insurance, with limits required under the mandatory Compulsory Automobile Liability Insurance (CALI); (b) commercial general liability ("CGL") insurance, ISO 1996 or later occurrence form of insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least 100 Million KRW combined single limit for bodily injury and property damage per occurrence; if Seller is furnishing to Buyer (by sale or otherwise) products or material or construction, installation, maintenance or repair services are involved, CGL insurance endorsed to include products liability and completed operations coverage in the amount of 100 Million KRW per occurrence, which must be maintained for at least one (1) year following the expiration or termination of the Agreement; further, all CGL policies shall name Buyer and Buyer's Affiliates and agents (as requested) as additional insureds; (c) commercial crime

insurance providing coverage in the amount equivalent to USD \$2,000,000 for each claim and in the aggregate for direct losses of money, securities and other property of Buyer (owned or leased) caused by the unlawful taking by any employee of Seller, acting alone or in collusion with others, which will name Buyer as a third party loss payee as its interests may appear; (d) Professional Liability Insurance with an aggregate limit of liability not less than 100 Million KRW; and (e) cyber covering actual or alleged, intentional, fraudulent or criminal acts of intellectual property torts, network security, or privacy breach, which must be maintained for at least one (1) year following the expiration or termination of this Agreement, and expressly providing, without limitation, unauthorized use/access of a computer system, defense of any regulatory action involving a breach of privacy, failure to protect confidential information from disclosure, notification costs, whether or not required by applicable law, and failure to access data/systems of reliant computer networks, with a minimum limit liability of the amount equivalent to 100 Million KRW for each claim and in the aggregate. Such insurance shall cover any and all errors, omissions or negligent acts in the delivery or performance of products, services and/or licensed programs under this Agreement. Such Professional Liability insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, identity theft, invasion of privacy, damage/loss/theft of or to data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress. The Professional Liability Insurance retroactive coverage date shall be no later than the effective date of this Agreement. Seller shall continuously maintain such insurance or purchase an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after termination of the Agreement will be deemed to have been made during the policy period. All the foregoing insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Any certificate must set forth the amount of coverage, policy number, date of expiration, and provide that Buyer shall be given at least sixty (60) days' written notice prior to any expiration, termination, non-renewal or material change in coverage unless under any applicable laws a shorter time period for notice is required, in which case such time period shall apply. If Seller is self-insured and registration with the state is required to evidence particular coverage, the certificate of the appropriate state agency of the state in which said work is to be performed must be furnished directly to Buyer by such state agency. Insurance companies providing coverage under this Agreement must be rated by A.M Best with at least an A- rating and a financial size category of at least Class VII.

- Governing Law & Disputes: Notwithstanding anything to the contrary set forth in Section 22 of the Terms and Conditions (Governing Law and Dispute Resolution), any dispute or claim arising out of or in connection with the Agreement or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of South Korea, and the parties hereby agree that the Seoul Central District Court shall have exclusive jurisdiction as the court of first instance over any and all disputes, controversies, or claims arising out of or in connection with the Agreement or the engagement of Seller pursuant to the Agreement. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement or any transaction contemplated hereby.
- Notices: Notwithstanding anything to the contrary set forth in Section 25 of the Terms

and Conditions (Notices), Seller shall send copies of all notices to the following address (instead of to Tapestry, Inc., 10 Hudson Yards, New York, NY 10001, Attention: Office of Chief Legal Officer): (Cheongjin-dong) 18F, 17, Jongno 3-gil, Jongno-gu, Seoul, Republic of Korea / Email: CK-Legal@coach.com, Attention: Legal Department.

- Certain Statutes: Without limiting any other provision of the Agreement, the parties hereby agree as follows in connection with anti-social forces laws, rules and regulations:
 - Each party warrants that at present and in the future, its executive officers and any persons substantially involved with its management are not Anti-social Forces and that it has not entered into the Agreement on behalf of Anti-social Forces. An “Anti-social Force” shall mean any of the following:
 - a criminal organization;
 - a member of any criminal organization;
 - a quasi-constituent of a criminal organization;
 - an enterprise related to criminal organization;
 - a sokaiya (corporate extortionist), etc., a force seeking unfair profits by the use of violent or illegal acts while claiming to be a social movement (shakai undo hyobo goro); or
 - a person or organization equivalent to any of the previous items.
 - Each party warrants that, in connection with the Agreement, it shall not, either by itself or by way of third parties, conduct any of the following acts:
 - violent demands;
 - improper demands in excess of legal responsibilities;
 - acts of violence or menacing statements in relation to a transaction;
 - spreading of rumors, use of fraudulent means or use of obstruction to harm the reputation of the other party, or to obstruct the business of the other party; or
 - any other act equivalent to any of the previous items.
 - In the event that either party breaches the above or there are reasonable grounds to suspect that there is such a breach, the other party may immediately terminate the Agreement without any notice or the tender of the performance of any obligation. Such right of termination shall not be exclusive of any other rights or remedies that either party may have under the Agreement or at law or in equity for damages or otherwise.

- **Singapore**

- In the event (1) Buyer is incorporated (or otherwise legally formed or established) in Singapore, and (2) Seller is providing the goods and/or services contemplated by the Agreement in or from Singapore, then the following provisions shall apply:
 - Insurance: Notwithstanding anything to the contrary set forth in Section 14 of the Terms and Conditions (Insurance), Seller shall carry (and shall require any Subcontractor to carry) the following insurance with an insurance company or companies acceptable to Buyer, and shall furnish promptly to Buyer upon request an insurance carrier certificate evidencing such coverage: (a) Workers’ Compensation and Employer’s Liability insurance in the form and amount required by applicable law; (b) Automobile Liability insurance including coverage for all owned and non-owned vehicles with unlimited liability for third party personal injury and a minimum

limit of SGD5,000,000 for property damage including personal accident and medical expenses; (c) Commercial General Liability (“CGL”) insurance covering Buyer’s, Buyer Affiliates’ and third party liability providing protection against bodily injury, property damage, personal and advertising liability, contractual liability, products and completed operations liability on an occurrence basis with a minimum limit of SGD3,000,000 per occurrence and in the aggregate. A combination of umbrella/excess policies can be used to satisfy this requirement. If umbrella/excess policies are used to satisfy this requirement, all umbrella/excess policies must be on a follow form basis to the underlying primary policy; (d) Crime insurance covering employee dishonesty, computer fraud, forgery and, on and off premises property with a minimum limit of USD2,000,000 per occurrence and in the aggregate. Buyer and Buyer Affiliates must be included as a loss payee; (e) Professional / Errors & Omissions Liability insurance with a minimum limit of USD5,000,000 each claim and in the aggregate. If the policy is written on a claims-made basis, the Professional Liability insurance retroactive coverage date shall be no later than the effective date of the Agreement. Seller shall continuously maintain such insurance or purchase an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after expiration or termination of the Agreement will be deemed to have been made during the policy period. The policy shall not contain any provision that would prevent, preclude or exclude a claim brought by Buyer or Buyer Affiliates; and (f) Cyber / Tech Errors & Omissions insurance covering actual or alleged, intentional, fraudulent or criminal acts of intellectual property torts, network security, or privacy breach of Seller, its agents or employees, which must be maintained for at least one (1) year following the expiration or termination of the Agreement, and which should expressly provide, without limitation, unauthorized use/access of a computer system, defense of any regulatory action involving a breach of privacy, failure to protect confidential information from disclosure, notification costs, whether or not required by applicable law, and failure to access data/systems of reliant computer networks, and have a minimum limit of: (i) USD1,000,000 for each claim and in the aggregate if the Seller’s aggregated annual revenue is less than USD100,000,000; (ii) USD5,000,000 for each claim and in the aggregate if the Seller’s aggregated annual revenue is USD100,000,000 or more, but less than USD250,000,000; (iii) USD10,000,000 each claim and in the aggregate if the Seller’s aggregated annual revenue is USD250,000,000 or more, but less than USD1,000,000,000; and (iv) USD25,000,000 each claim and in the aggregate if the Seller’s aggregated annual revenue is USD1,000,000,000 or more. The term “aggregated annual revenue” herein refers to the aggregate annual revenue of the Seller and its Affiliates, determined on a consolidated basis, at the time of entry into the Agreement. The Professional/ Errors & Omissions insurance shall cover any and all errors, omissions or negligent acts in the delivery or performance of products, services and/or licensed programs under the Agreement. The Cyber / Tech Errors & Omissions Liability insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, identity theft, invasion of privacy, damage/loss/theft of or to data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress. Buyer and Buyer Affiliates, and their employees, directors, officers and agents, shall be included as additional insureds on the CGL, automobile liability and excess/umbrella policies. All the foregoing insurance policies must be primary and non-contributory to any insurance and required to respond and pay prior to any other insurance or self-insurance available and must (except in respect of Professional/ Errors & Omissions liability insurance) include waivers of subrogation. The limits required above shall not limit access to additional limits carried by Seller or its Subcontractors. Certificates of insurance shall be delivered prior to the commencement of the Agreement and before

any of Seller's personnel or equipment enter Buyer's or Buyer Affiliates' premises to ExternalCOL@tapestry.com. Renewal certificates shall be delivered no later than ten (10) days after each policy's expiration. Any certificate must set forth the amount of coverage, policy number, date of expiration, additional insured, primary and non-contributory and waiver of subrogation wording and provide that Buyer shall be given at least sixty (60) days' written notice prior to any expiration, termination, non-renewal or material change in coverage unless under any applicable laws a shorter time period for notice is required, in which case such time period shall apply. Policies shall be maintained with insurance carriers authorized to do business in the state or states where services are being rendered. Insurance carriers shall have an AM Best rating and financial size category of A- VII or better.

- Audit Rights: Seller shall keep complete and accurate records of all of its work and expenses in providing the goods and/or services to Buyer for a period of seven (7) years from the date on which the record was originally made (unless under any applicable laws a longer documentation period is required, in which case such longer retention period shall apply) and allow Buyer or its agent or designee to inspect, examine and audit such Seller's such records including entering into Seller's facilities. Should Seller be found to be non-compliant with its record-keeping obligations hereunder, Seller shall pay the reasonable costs incurred by Buyer during the course of such audit.
- Third Party Rights: Save for Buyer and Buyer Affiliates, any person who is not a party to the Agreement shall have no right whatsoever to enforce the Agreement or any of its terms under the Contracts (Rights of Third Parties) Act 2001, or otherwise.
- Governing Law & Disputes: Notwithstanding anything to the contrary set forth in Section 22 of the Terms and Conditions (Governing Law and Dispute Resolution), the Agreement and any dispute or claim arising out of or in connection with the Agreement or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Singapore. Buyer and Seller shall submit any dispute arising out of or in connection with this Agreement to the exclusive jurisdiction of the Singapore courts. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement or any transaction contemplated hereby.
- Notices: Notwithstanding anything to the contrary set forth in Section 25 of the Terms and Conditions (Notices), Seller shall send copies of all notices to the following address (instead of to Tapestry, Inc., 10 Hudson Yards, New York, NY 10001, Attention: Office of Chief Legal Officer): 20 Cross Street, #02-02, Singapore 048422, Attention: Legal Department.

- **Malaysia**

- In the event (1) Buyer is incorporated (or otherwise legally formed or established) in Malaysia, and (2) Seller is providing the goods and/or services contemplated by the Agreement in or from Malaysia, then the following provisions shall apply:
 - Insurance: Notwithstanding anything to the contrary set forth in Section 14 of the Terms and Conditions (Insurance), Seller shall carry (and shall require any Subcontractor to carry) the following insurance with an insurance company or companies acceptable to Buyer, and shall furnish promptly to Buyer upon request an insurance carrier certificate evidencing such coverage: (a) Workers' Compensation

and Employer's Liability insurance in the form and amount required by applicable law; (b) Automobile Liability insurance including coverage for all owned and non-owned vehicles with unlimited liability for bodily injury and a minimum limit of USD1,000,000 for property damage including personal accident and medical expenses; (c) Commercial General Liability ("CGL") insurance covering Buyer's, Buyer Affiliates' and third party liability providing protection against bodily injury, property damage, personal and advertising liability, contractual liability, products and completed operations liability on an occurrence basis with a minimum limit of MYR2,000,000 per occurrence and in the aggregate. A combination of umbrella/excess policies can be used to satisfy this requirement. If umbrella/excess policies are used to satisfy this requirement, all umbrella/excess policies must be on a follow form basis to the underlying primary policy; (d) Crime insurance covering employee dishonesty, computer fraud, forgery and, on and off premises property with a minimum limit of USD2,000,000 per occurrence and in the aggregate. Buyer and Buyer Affiliates must be included as a loss payee; (e) Professional / Errors & Omissions Liability insurance with a minimum limit of USD500,000 each claim and in the aggregate if the Seller's aggregated annual revenue is less than USD250,000,000, and USD1,000,000 each claim and in the aggregate if the Seller's aggregated annual revenue is USD250,000,000 or more. The term "aggregated annual revenue" herein refers to the aggregate annual revenue of the Seller and its Affiliates, determined on a consolidated basis, at the time of entry into the Agreement. If the policy is written on a claims-made basis, the Professional Liability insurance retroactive coverage date shall be no later than the effective date of the Agreement. Seller shall continuously maintain such insurance or purchase an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after expiration or termination of the Agreement will be deemed to have been made during the policy period. The policy shall not contain any provision that would prevent, preclude or exclude a claim brought by Buyer or Buyer Affiliates; and (f) Cyber / Tech Errors & Omissions insurance covering actual or alleged, intentional, fraudulent or criminal acts of intellectual property torts, network security, or privacy breach of Seller, its agents or employees, which must be maintained for at least one (1) year following the expiration or termination of the Agreement, and which should expressly provide, without limitation, unauthorized use/access of a computer system, defense of any regulatory action involving a breach of privacy, failure to protect confidential information from disclosure, notification costs, whether or not required by applicable law, and failure to access data/systems of reliant computer networks, and have a minimum limit of USD500,000 each claim and in the aggregate if the Seller's aggregated annual revenue is less than USD250,000,000, and USD1,000,000 each claim and in the aggregate if the Seller's aggregated annual revenue is USD250,000,000 or more. The Professional/Errors & Omissions insurance. Such Cyber / Tech Errors & Omissions Liability insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, identity theft, invasion of privacy, damage/loss/theft of or to data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress. Buyer and Buyer Affiliates, and their employees, directors, officers and agents shall be included as additional insureds on the CGL, Automobile liability and excess/umbrella policies. All the foregoing insurance policies must be primary and non-contributory to any insurance and required to respond and pay prior to any other insurance or self-insurance available and must (except in respect of Professional / Errors & Omissions liability insurance) include waivers of subrogation. The limits required above shall not limit access to additional limits carried by Seller or its Subcontractors. Certificates of insurance shall be delivered prior to the commencement of the Agreement and before any of Seller's personnel or equipment

enter Buyer's or Buyer Affiliates' premises to ExternalCOL@tapestry.com. Renewal certificates shall be delivered no later than ten (10) days after each policy's expiration. Any certificate must set forth the amount of coverage, policy number, date of expiration, additional insured, primary and non-contributory and waiver of subrogation wording and provide that Buyer shall be given at least sixty (60) days' written notice prior to any expiration, termination, non-renewal or material change in coverage unless under any applicable laws a shorter time period for notice is required, in which case such time period shall apply. Policies shall be maintained with insurance carriers authorized to do business in the state or states where services are being rendered. Insurance carriers shall have an AM Best rating and financial size category of A- VII or better.

- Audit Rights: Seller shall keep complete and accurate records of all of its work and expenses in providing the goods and/or services to Buyer for a period of seven (7) years from the date on which the record was originally made (unless under any applicable laws a longer documentation period is required, in which case such longer retention period shall apply) and allow Buyer or its agent or designee to inspect, examine and audit such Seller's such records including entering into Seller's facilities. Should Seller be found to be non-compliant with its record-keeping obligations hereunder, Seller shall pay the reasonable costs incurred by Buyer during the course of such audit.
- Third Party Rights: Save for Buyer and Buyer Affiliates, any person who is not a party to the Agreement shall have no right whatsoever to enforce the Agreement or any of its terms.
- Governing Law & Disputes: Notwithstanding anything to the contrary set forth in Section 22 of the Terms and Conditions (Governing Law and Dispute Resolution), the Agreement and any dispute or claim arising out of or in connection with the Agreement or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Peninsular Malaysia. Buyer and Seller shall submit any dispute arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of Peninsular Malaysia. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement or any transaction contemplated hereby.
- Notices: Notwithstanding anything to the contrary set forth in Section 25 of the Terms and Conditions (Notices), Seller shall send copies of all notices to the following address (instead of to Tapestry, Inc., 10 Hudson Yards, New York, NY 10001, Attention: Office of Chief Legal Officer): 20 Cross Street, #02-02, Singapore 048422, Attention: Legal Department.
- Certain Statutes: Immediately upon mutual execution of the Agreement, Seller shall:
 - conduct a proper assessment of the Agreement to ascertain the correct and proper stamp duty chargeable on the Agreement;
 - where applicable and notwithstanding Section 33 and the Third Schedule of the Stamp Act 1949 (or any equivalent provision in the event the Stamp Act is modified, re-enacted or consolidated), be liable for and pay all stamp duty (including any penalty) that is chargeable on the Agreement;
 - where applicable, file stamp duty return(s) together with the instrument(s) under the Agreement, in each case, in accordance with the Stamp Act 1949, notwithstanding that the obligation to do so under the Stamp Act 1949 may not

- fall on Seller;
 - where applicable, as soon as reasonably practicable (and in any event, no later than three (3) business days from the date Buyer has requested in writing), provide Buyer with all documents relating to the stamping of the Agreement, including the notice of assessment issued by Inland Revenue Board of Malaysia (“Tax Authority”), the stamp duty return filed with the Tax Authority, the stamp duty payment receipt issued by the Tax Authority, and any other documents which may be issued by the Tax Authority in respect of the stamping of this Agreement;
 - where applicable, without prejudice to the immediately preceding sub-section, provide Buyer with the stamp certificate issued by the Tax Authority in respect of this Agreement within three (3) business days from the stamping of the Agreement;
 - where applicable, ensure the Agreement is duly stamped in accordance with the Stamp Act 1949, and comply with all duties, obligations and requirements under the Stamp Act 1949, including the record keeping requirements under the Stamp Act;
 - provide to Buyer all assistance and information as may be required by Buyer in the event that Buyer is audited by the Tax Authority in respect of the stamping of the Agreement; and
 - indemnify and save Buyer harmless from and against all Losses that Buyer may at any time and from time to time sustain, incur or suffer arising from Seller’s failure to comply with its obligations under these provisions.
- **Australia**
 - In the event (1) Buyer is incorporated (or otherwise legally formed or established) in Australia, and (2) Seller is providing the goods and/or services contemplated by the Agreement in or from Australia, then the following provisions shall apply:
 - Insurance: Notwithstanding anything to the contrary set forth in Section 14 of the Terms and Conditions (Insurance), Seller shall carry (and shall require any Subcontractor to carry) the following insurance with an insurance company or companies acceptable to Buyer, and shall furnish promptly to Buyer upon request an insurance carrier certificate evidencing such coverage: (a) Workers’ Compensation and Employer’s Liability in the form and amount required by applicable law; (b) Automobile Liability insurance including coverage for all owned and non-owned vehicles with unlimited liability for bodily injury and a minimum limit of AUD20,000,000 for property damage including personal accident and medical expenses; (c) Commercial General Liability (“CGL”) insurance covering Buyer’s, Buyer Affiliates’ and third party liability providing protection against bodily injury, property damage, personal and advertising liability, contractual liability, products and completed operations liability on an occurrence basis with a minimum limit of AUD20,000,000 per occurrence and in the aggregate. A combination of umbrella/excess policies can be used to satisfy this requirement. If umbrella/excess policies are used to satisfy this requirement, all umbrella/excess policies must be on a follow form basis to the underlying primary policy; (d) Crime insurance covering employee dishonesty, computer fraud, forgery and, on and off premises property with a minimum limit of USD2,000,000 per occurrence and in the aggregate. Buyer and Buyer Affiliates must be included as a loss payee; (e) Professional / Errors & Omissions Liability insurance with a minimum limit of USD5,000,000 each claim and in the aggregate. If the policy is written on a claims-made basis, the Professional Liability

insurance retroactive coverage date shall be no later than the effective date of the Agreement. Seller shall continuously maintain such insurance or purchase an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after expiration or termination of the Agreement will be deemed to have been made during the policy period. The policy shall not contain any provision that would prevent, preclude or exclude a claim brought by Buyer or Buyer Affiliates; and (f) Cyber / Tech Errors & Omissions insurance covering actual or alleged, intentional, fraudulent or criminal acts of intellectual property torts, network security, or privacy breach of Seller, its agents or employees, which must be maintained for at least one (1) year following the expiration or termination of the Agreement, and which should expressly provide, without limitation, unauthorized use/access of a computer system, defense of any regulatory action involving a breach of privacy, failure to protect confidential information from disclosure, notification costs, whether or not required by applicable law, and failure to access data/systems of reliant computer networks, and have a minimum limit of: (i) USD1,000,000 for each claim and in the aggregate if the Seller's aggregated annual revenue is less than USD100,000,000; (ii) USD5,000,000 for each claim and in the aggregate if the Seller's aggregated annual revenue is USD100,000,000 or more, but less than USD250,000,000; (iii) USD10,000,000 each claim and in the aggregate if the Seller's aggregated annual revenue is USD250,000,000 or more, but less than USD1,000,000,000; and (iv) USD25,000,000 each claim and in the aggregate if the Seller's aggregated annual revenue is USD1,000,000,000 or more. The term "aggregated annual revenue" herein refers to the aggregate annual revenue of the Seller and its Affiliates, determined on a consolidated basis, at the time of entry into the Agreement. The Professional/ Errors & Omissions insurance shall cover any and all errors, omissions or negligent acts in the delivery or performance of products, services and/or licensed programs under this Agreement. The Cyber / Tech Errors & Omissions Liability insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, identity theft, invasion of privacy, damage/loss/theft of or to data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress. Buyer and Buyer Affiliates, and their employees, directors, officers and agents shall be included as additional insureds on the CGL, Automobile liability and excess/umbrella policies. All the foregoing insurance policies must be primary and non-contributory to any insurance and required to respond and pay prior to any other insurance or self-insurance available and must (except in respect of Professional / Errors & Omissions liability insurance) include waivers of subrogation. The limits required above shall not limit access to additional limits carried by Seller or its Subcontractors. Certificates of insurance shall be delivered prior to the commencement of the Agreement and before any of Seller's personnel or equipment enter Buyer's or Buyer Affiliates' premises to ExternalCOI@tapestry.com. Renewal certificates shall be delivered no later than ten (10) days after each policy's expiration. Any certificate must set forth the amount of coverage, policy number, date of expiration, additional insured, primary and non-contributory and waiver of subrogation wording and provide that Buyer shall be given at least sixty (60) days' written notice prior to any expiration, termination, non-renewal or material change in coverage unless under any applicable laws a shorter time period for notice is required, in which case such time period shall apply. Policies shall be maintained with insurance carriers authorized to do business in the state or states where services are being rendered. Insurance carriers shall have an AM Best rating and financial size category of A- VII or better.

- Audit Rights: Seller shall keep complete and accurate records of all of its work and expenses in providing the goods and/or services to Buyer for a period of seven (7)

years from the date on which the record was originally made (unless under any applicable laws a longer documentation period is required, in which case such longer retention period shall apply) and allow Buyer or its agent or designee to inspect, examine and audit such Seller's such records including entering into Seller's facilities. Should Seller be found to be non-compliant with its record-keeping obligations hereunder, Seller shall pay the reasonable costs incurred by Buyer during the course of such audit.

- Third Party Rights: Save for Buyer and Buyer Affiliates, any person who is not a party to the Agreement shall have no right whatsoever to enforce the Agreement or any of its terms.
- Governing Law & Disputes: Notwithstanding anything to the contrary set forth in Section 22 of the Terms and Conditions (Governing Law and Dispute Resolution), the Agreement and any dispute or claim arising out of or in connection with the Agreement or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws in force in the state of New South Wales. Buyer and Seller shall submit any dispute arising out of or in connection with the Agreement to the exclusive jurisdiction of the courts exercising jurisdiction in the State of New South Wales or the Commonwealth of Australia and any courts of appeal from these courts and waive any right to claim that those courts are an inconvenient forum for any legal action or proceeding arising out of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement or any transaction contemplated hereby.
- Notices: Notwithstanding anything to the contrary set forth in Section 25 of the Terms and Conditions (Notices), Seller shall send copies of all notices to the following address (instead of to Tapestry, Inc., 10 Hudson Yards, New York, NY 10001, Attention: Office of Chief Legal Officer): 20 Cross Street, #02-02, Singapore 048422, Attention: Legal Department.

- **New Zealand**

- In the event (1) Buyer is incorporated (or otherwise legally formed or established) in New Zealand, and (2) Seller is providing the goods and/or services contemplated by the Agreement in or from New Zealand, then the following provisions shall apply:
 - Insurance: Notwithstanding anything to the contrary set forth in Section 14 of the Terms and Conditions (Insurance), Seller shall carry (and shall require any Subcontractor to carry) the following insurance with an insurance company or companies acceptable to Buyer, and shall furnish promptly to Buyer upon request an insurance carrier certificate evidencing such coverage: (a) Workers' Compensation and Employer's Liability insurance in the form and amount required by applicable law; (b) Automobile Liability insurance including coverage for all owned and non-owned vehicles with minimum limit of NZD1,250,000 for bodily injury and NZD20,000,000 for property damage including personal accident and medical expenses; (c) Commercial General Liability ("CGL") insurance covering Buyer's, Buyer Affiliates' and third party liability providing protection against bodily injury, property damage, personal and advertising liability, contractual liability, products and completed operations liability on an occurrence basis with a minimum limit of NZD5,000,000 per occurrence and in the aggregate. A combination of umbrella/excess policies can be used to satisfy this requirement. If umbrella/excess policies are used

to satisfy this requirement, all umbrella/excess policies must be on a follow form basis to the underlying primary policy; (d) Crime insurance covering employee dishonesty, computer fraud, forgery and, on and off premises property with a minimum limit of USD2,000,000 per occurrence and in the aggregate. Buyer and Buyer Affiliates must be included as a loss payee; (e) Professional / Errors & Omissions Liability insurance with a minimum limit of USD5,000,000 each claim and in the aggregate. If the policy is written on a claims-made basis, the Professional Liability Insurance retroactive coverage date shall be no later than the effective date of the Agreement. Seller shall continuously maintain such insurance or purchase an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after expiration or termination of the Agreement will be deemed to have been made during the policy period. The policy shall not contain any provision that would prevent, preclude or exclude a claim brought by Buyer or Buyer Affiliates; and (f) Cyber / Tech Errors & Omissions insurance covering actual or alleged, intentional, fraudulent or criminal acts of intellectual property torts, network security, or privacy breach of Seller, its agents or employees, which must be maintained for at least one (1) year following the expiration or termination of the Agreement, and which should expressly provide, without limitation, unauthorized use/access of a computer system, defense of any regulatory action involving a breach of privacy, failure to protect confidential information from disclosure, notification costs, whether or not required by applicable law, and failure to access data/systems of reliant computer networks, and have a minimum limit of: (i) USD1,000,000 for each claim and in the aggregate if the Seller's aggregated annual revenue is less than USD100,000,000; (ii) USD5,000,000 for each claim and in the aggregate if the Seller's aggregated annual revenue is USD100,000,000 or more, but less than USD250,000,000; (iii) USD10,000,000 each claim and in the aggregate if the Seller's aggregated annual revenue is USD250,000,000 or more, but less than USD1,000,000,000; and (iv) USD25,000,000 each claim and in the aggregate if the Seller's aggregated annual revenue is USD1,000,000,000 or more. The term "aggregated annual revenue" herein refers to the aggregate annual revenue of the Seller and its Affiliates, determined on a consolidated basis, at the time of entry into the Agreement. The Professional/ Errors & Omissions insurance shall cover any and all errors, omissions or negligent acts in the delivery or performance of products, services and/or licensed programs under this Agreement. The Cyber / Tech Errors & Omissions Liability insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, identity theft, invasion of privacy, damage/loss/theft of or to data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress. Buyer and Buyer Affiliates, and their employees, directors, officers and agents shall be included as additional insureds on the CGL, Automobile liability and excess/umbrella policies. All the foregoing insurance policies must be primary and non-contributory to any insurance and required to respond and pay prior to any other insurance or self-insurance available and must (except in respect of Professional/ Errors & Omissions liability insurance) include waivers of subrogation. The limits required above shall not limit access to additional limits carried by Seller or its Subcontractors. Certificates of insurance shall be delivered prior to the commencement of the Agreement and before any of Seller's personnel or equipment enter Buyer's or Buyer Affiliates' premises to ExternalCOL@tapestry.com. Renewal certificates shall be delivered no later than ten (10) days after each policy's expiration. Any certificate must set forth the amount of coverage, policy number, date of expiration, additional insured, primary and non-contributory and waiver of subrogation wording and provide that Buyer shall be given at least sixty (60) days' written notice prior to any expiration, termination, non-renewal or material change in coverage unless under any applicable laws a shorter

time period for notice is required, in which case such time period shall apply. Policies shall be maintained with insurance carriers authorized to do business in the state or states where services are being rendered. Insurance carriers shall have an AM Best rating and financial size category of A- VII or better.

- Audit Rights: Seller shall keep complete and accurate records of all of its work and expenses in providing the goods and/or services to Buyer for a period of seven (7) years from the date on which the record was originally made (unless under any applicable laws a longer documentation period is required, in which case such longer retention period shall apply) and allow Buyer or its agent or designee to inspect, examine and audit such Seller's such records including entering into Seller's facilities. Should Seller be found to be non-compliant with its record-keeping obligations hereunder, Seller shall pay the reasonable costs incurred by Buyer during the course of such audit.
- Third Party Rights. Save for Buyer and Buyer Affiliates, any person who is not a party to the Agreement shall have no right whatsoever to enforce the Agreement or any of its terms.
- Governing Law & Disputes: Notwithstanding anything to the contrary set forth in Section 22 of the Terms and Conditions (Governing Law and Dispute Resolution), the Agreement and any dispute or claim arising out of or in connection with the Agreement or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of New Zealand. Buyer and Seller shall submit any dispute arising out of or in connection with the Agreement to the exclusive jurisdiction of the courts exercising jurisdiction in New Zealand and any courts of appeal from these courts and waives any right to claim that those courts are an inconvenient forum for any legal action or proceeding arising out of the Agreement. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement or any transaction contemplated hereby.
- Notices: Notwithstanding anything to the contrary set forth in Section 25 of the Terms and Conditions (Notices), Seller shall send copies of all notices to the following address (instead of to Tapestry, Inc., 10 Hudson Yards, New York, NY 10001, Attention: Office of Chief Legal Officer): 20 Cross Street, #02-02, Singapore 048422, Attention: Legal Department.
- **Rest of Southeast Asia (including Indonesia, Myanmar, Cambodia, Vietnam, Philippines and Thailand)**
 - In the event (1) Buyer is incorporated (or otherwise legally formed or established) in a Southeast Asian country (excluding Singapore and Malaysia), and (2) Seller is providing the goods and/or services contemplated by the Agreement in or from a Southeast Asian country (excluding Singapore and Malaysia), then the following provisions shall apply:
 - Insurance: The insurance requirements set forth in Section 14 of the Terms and Conditions shall be deemed to refer to the equivalent insurance coverages customarily available and required under applicable law and industry standards in such jurisdictions (including, without limitation, employers' liability insurance in place of workman's compensation and employer's liability insurance, and public and products liability insurance in place of commercial general liability insurance), in each case

with limits no less than the equivalent limits set out in Section 14 of the Terms and Conditions, and, where there is not a relevant equivalent, with limits customary for Seller's industry and the scope of goods and/or services provided under the Agreement. Buyer and Buyer Affiliates, and their employees, directors, officers and agents shall be included as additional insureds on the CGL, Automobile liability and excess/umbrella policies. All the foregoing insurance policies must be primary and non-contributory to any insurance and required to respond and pay prior to any other insurance or self-insurance available and must (except in respect of Professional/Errors & Omissions liability insurance) include waivers of subrogation. The limits required above shall not limit access to additional limits carried by Seller or its Subcontractors. Certificates of insurance shall be delivered prior to the commencement of the Agreement and before any of Seller's personnel or equipment enter Buyer's or Buyer Affiliates' premises to ExternalCOI@tapestry.com. Renewal certificates shall be delivered no later than ten (10) days after each policy's expiration. Any certificate must set forth the amount of coverage, policy number, date of expiration, additional insured, primary and non-contributory and waiver of subrogation wording and provide that Buyer shall be given at least sixty (60) days' written notice prior to any expiration, termination, non-renewal or material change in coverage unless under any applicable laws a shorter time period for notice is required, in which case such time period shall apply. Policies shall be maintained with insurance carriers authorized to do business in the state or states where services are being rendered. Insurance carriers shall have an AM Best rating and financial size category of A- VII or better.

- Audit Rights: Seller shall keep complete and accurate records of all of its work and expenses in providing the goods and/or services to Buyer for a period of seven (7) years from the date on which the record was originally made (unless under any applicable laws a longer documentation period is required, in which case such longer retention period shall apply) and allow Buyer or its agent or designee to inspect, examine and audit such Seller's such records including entering into Seller's facilities. Should Seller be found to be non-compliant with its record-keeping obligations hereunder, Seller shall pay the reasonable costs incurred by Buyer during the course of such audit.
- Third Party Rights. Save for Buyer and Buyer Affiliates, any person who is not a party to the Agreement shall have no right whatsoever to enforce the Agreement or any of its terms.
- Governing Law & Disputes: Notwithstanding anything to the contrary set forth in Section 22 of the Terms and Conditions (Governing Law and Dispute Resolution), the Agreement and any dispute or claim arising out of or in connection with the Agreement or its subject matter (including any question regarding its existence, validity, or termination, and including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Singapore, without regard to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Any dispute arising out of or in connection with the Agreement shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The arbitral tribunal shall consist of a single arbitrator to be jointly appointed by the parties, or failing such joint

nomination, by the President for the time being of the SIAC Court. The language of the arbitration shall be English, the seat and place of the arbitration shall be Singapore. The arbitration award shall be final and binding upon both parties. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement or any transaction contemplated hereby. Nothing in this clause shall prejudice the right of either party to seek interim, injunctive, or conservatory measures from any court of competent jurisdiction (including the courts of Singapore and the courts of the jurisdiction in which a party is domiciled or in which its assets are located), whether before or after the commencement of the arbitration, and any application for such measures shall not be deemed a waiver of the right to arbitrate.

- **Notices:** Notwithstanding anything to the contrary set forth in Section 25 of the Terms and Conditions (Notices), Seller shall send copies of all notices to the following address (instead of to Tapestry, Inc., 10 Hudson Yards, New York, NY 10001, Attention: Office of Chief Legal Officer): 20 Cross Street, #02-02, Singapore 048422, Singapore, Attention: Legal Department.