

Brand Specific Conditions

Vans

- 1.1. Vans products may only be distributed in the following territories, which list may be updated from time to time at BDI's sole discretion, as per BDI's agreement with Vans:

Algeria, Benin, Burkina, Cameroon, Capo Verde, Chad, Cote D'Ivoire, Djibouti, Dr Congo, Ethiopia, Faso, Gabonese Rep, Gambia, Ghana, Guinea-Bissau, Guinea, Kenya, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Morocco, Nigeria, Rwanda, Senegal, Seychelles, Sierra Leone, South Sudan, Tanzania, Togolese Rep, Tunisia, Uganda, Union of Comoros.

All import and re-import into the European Union need the explicit consent of the trademark holder. BDI is not giving such approval; on the contrary BDI explicitly prohibits such import. Moreover, all shipments to Americans or Asians territories are explicitly interdicted.

- 1.2. Any reference to Agreement shall refer to the Wholesale Terms and Conditions set by BDI.
- 1.3. BDI reserves the right to unilaterally delete products which are no longer supplied by BDI or the Brand, to modify the specification, style, design, colour of any products and to add new products, in each case such change to be effective upon at least twenty (20) days prior written notice to the Client.
- 1.4. The Client undertakes and warrants that in the performance of its obligations under the Agreement, it shall act in all respects in a manner consistent with the preservation and enhancement of the reputation and prestige of VANS products as premium quality, high-end goods. In order to secure and ensure such obligations, the Client shall ensure that VANS products are sold only to retail outlets that meet the necessary standards to preserve and enhance the reputation and prestige of VANS products. Nothing in this section is intended to control or determine the price at which VANS products are sold.
- 1.5. The Client represents and warrants that it currently has and undertakes to maintain throughout the term of the Agreement, sufficient facilities and staff to meet its obligations.
- 1.6. All trademarks and domain names subsequently adopted and used by the Client in connection with VANS products and any goodwill associated therewith shall be owned by VANS INC. The Client acknowledges that VANS INC is entitled to all of the rights in both the VANS trademarks, as well as any goodwill associated therewith, including the sole and exclusive right to register said trademarks in the Territory and elsewhere throughout the world, and shall assist BDI and/or VANS INC. in so doing.
- 1.7. The Client further agrees never to contest, deny or dispute the validity of the VANS trademarks or the title of VANS INC therein; never in any way, either directly or indirectly, to encourage or assist others in doing so; and never to take any action of any kind inconsistent with the holding of all such trademark rights by VANS INC. The Client further agrees never to register, attempt to register, license, otherwise use or claim any rights in any VANS Trademark or name or any trademark or name similar thereto; or to register, attempt to register, license, otherwise use or claim any rights in any VANS Trademark or name or any trademark or name similar thereto, in the language of the Territory, and that it shall assign, or cause its affiliates to assign, any already existing registrations, applications, and rights any of them may have to VANS INC. Nothing in the Agreement shall confer upon the Client a proprietary interest of any kind in and to any of VANS trademarks or colourable simulations of either. Any use of VANS trademarks by the Client shall inure to the benefit of VANS INC.
- 1.8. The Client further agrees not to contest any rights that BDI may have as distributor of the VANS trademarks to enforce as distributor on its own behalf and on behalf of VANS INC. any of their rights to VANS trademarks.
- 1.9. BDI hereby authorises the Client, during the term of the Agreement, to display VANS trademarks only in relation to VANS products purchased from BDI, only to promote the sale thereof, and only in the form set out in above. In doing so, the Client shall at all times comply with all directions given by BDI. Any such display shall have the prior written approval of BDI and may not be used until so approved. All the Client's sales and trade literature and advertising shall indicate clearly that the registered owner of VANS trademarks is VANS INC.
- 1.10. The Client shall not acquire any property rights in or to the VANS trademarks including any goodwill associated with such trademarks. The Client shall never use the VANS trademarks as part of its trade,

business, or corporate name. For the avoidance of doubt, the Client agrees not to register any domain name incorporating the word VANS or any of the VANS trademarks. The Client shall not use any VANS trademarks, registered or unregistered, on its stationery or elsewhere unless authorised to do so in writing by BDI. Should the Client wish to use the VANS name or any of VANS trademarks on its stationery, as part of its trade name, or in any other manner whatsoever, the Client shall submit to BDI, in writing and in advance of any use, a proposal for such use, and if BDI does not provide specific written approval of such proposal, the proposed use shall be deemed not approved and shall not be used by the Client. Upon expiration or termination of the Agreement, for any reason whatsoever, any and all rights to display VANS trademarks shall cease and the Client shall, refrain from displaying VANS trademarks in its sales literature and advertising and on any goods sold by the Client except as originally affixed by BDI.

- 1.11. The Client shall promptly notify BDI of any infringement or other misuse of VANS trademarks or the use by any person or entity of any trademarks, trade names, or domain names identical or confusingly similar thereto of which the Client becomes aware. BDI and/or VANS INC may take such action as it deems appropriate. Except upon the written request and authorisation of BDI and/or VANS INC, the Client shall not take any action to prevent infringements, imitation or illegal use of VANS trademarks, trade dress associated with the VANS products, or trade name of VANS INC. However, the Client shall render to BDI and/or VANS INC, and shall cause its affiliates to render, all commercially reasonable assistance in connection with any matter pertaining to protection or enforcement of VANS trademarks before administrative and quasi-judicial agencies and the courts in the Territory, and shall make available to BDI and/or VANS INC its representatives, agents and attorneys, all of the Client's records, files and other information pertaining to VANS trademarks, including the purchase, manufacture, resale and advertising of VANS products supplied and resold under the Agreement. In no event shall BDI or VANS INC be required to take any action if it deems it inadvisable to do so, and neither the Client nor any of its affiliates shall have any right to take, or take, any action without BDI or VANS INC providing prior written consent.
- 1.12. The Client shall cooperate, and shall cause its affiliates to cooperate, with BDI, VANS INC and its affiliates to prevent and take measures and actions against counterfeiting in the Territory and shall comply, and cause its affiliates to comply, with all instructions given by BDI and/or VANS INC in connection therewith.
- 1.13. The Client acknowledges that failure to comply with the above sections relating to trademarks will result in immediate and irreparable damage to BDI and VANS INC, and acknowledges and admits that there is no adequate remedy at law for such failure to comply, therefore BDI and/or VANS INC shall be entitled to equitable relief, including, without limitation, temporary and permanent injunctions and such other and further relief as any court, agency, or governmental entity with jurisdiction may deem just and proper. Resort to any remedy shall not be construed as a waiver of any other rights and remedies to which BDI and/or its affiliates may be entitled under the Agreement or under applicable law.
- 1.14. The Client undertakes and warrants that, unless so authorised in advance in writing by BDI, it will not:
 - a. actively sell (through any means, including direct mails or visits) Vans products to customers or customer groups in unauthorised territories;
 - b. actively approach such customers through advertisement in the media or any type of promotions for Vans products which are targeted customers in unauthorised territories;
 - c. establish a warehouse or distribution/retail outlet for Vans products in an unauthorised territory.
- 1.15. It is understood that if the Client intends to sell the VANS products online it shall operate an e-commerce website that meets the necessary standards to preserve and enhance the reputation and prestige of the VANS products and which complies with the guidelines set forth from time to time by BDI and as may be approved a priori in writing.
- 1.16. BDI may, at the Client's expense, purchase any VANS products found outside the Territory that originated from the Client or its affiliates as a result of any sales made outside territory i.e. breach of territories listed in the Agreement or under section 1.1 and 1.15 above. The Client agrees to cooperate with BDI's investigation of such VANS products to a commercially reasonable extent.
- 1.17. The Client makes the following representations and warranties to BDI and covenants and agrees as follows:
 - a. The Client represents that neither it nor any of its officers, directors, employees, agents, sub-resellers, delegates, assignees or representatives has, in connection with any business involving or related to the distribution of VANS products, made, promised or offered to make any payment or transferred

anything of value, directly or indirectly, to any government official or employee, including employees of government owned companies, or to any political party or candidate for public office, or to any other person or entity, if such payment or transfer would violate any laws of the country in which the payment or transfer is made, including the anti-bribery laws in the European Union or the United States Foreign Corrupt Practices Act ("FCPA") in the United States of America.

- b. The Client further represents that neither it nor any of its officers, directors, employees, agents, sub-resellers, delegates, assignees or representatives will, in connection with any business involving or related to the distribution of VANS products, make, promise or offer to make any payment or transfer anything of value, directly or indirectly, to any government official or employee, including employees of government owned companies, or to any political party or candidate for public office, or to any other person or entity, if such payment or transfer would violate the above-mentioned laws.
- c. The Parties intend that no payments or transfers of value shall be made which have the purpose or effect of bribery, kickbacks or other unlawful or improper means of obtaining business. The Client further warrants that all written and oral information it supplies to BDI related to its compliance with the FCPA and/ or any applicable law is and will be complete, truthful and accurate.
- d. The Client represents and warrants that, as of the date of entry into the Agreement and during their subsequent term, it is not and will not be, owned or directed by, and does not, and will not, employ any government official or employee, political party official or candidate for public office.
- e. The Client agrees to give prompt written notice in the event that, at any time during the term of the Agreement, it has failed to comply with or has breached any of its warranties hereunder or any of the certifications hereunder become inaccurate. In the event the Client has not so complied or has breached any of its warranties hereunder or any other certifications hereunder become inaccurate, the Agreement shall be null and void from the time of such non-compliance, breach or inaccuracy. If BDI believes, in good faith, that the Client has acted in any way that may subject BDI to liability under the laws in the European Union or FCPA, BDI may unilaterally and immediately terminate the Agreement by written notice.

1.18. The Client represents, warrants, and covenants to BDI as follows:

- a. The representations, warranties and covenants contained in this section constitute material obligations, and as such any violation of same shall entitle BDI to terminate the Agreement with immediate effect.
- b. Except as provided in the following sentence, none of the Client's officers, directors, shareholders, employees, or agents is a government official or immediate family member of a government official. If any of the Client's officers, directors, shareholders, employees, or agents becomes an official or a member of the immediate family of an official during the course of the Agreement, the Client shall promptly notify BDI and BDI may take such actions as BDI deems appropriate under the circumstance, including termination of the Agreement.
- c. The Client has disclosed to BDI in writing the names of all persons and entities who have beneficial ownership interest in the Client. The Client shall immediately notify BDI in writing in the event any change in such beneficial ownership occurs or is expected to occur. BDI shall have the right to immediately terminate the Agreement for cause upon receipt of any such notice if BDI's continuation of its relationship with the Client under the Agreement following the actual or proposed change of the Client's beneficial ownership would constitute a violation of the United States Foreign Corrupt Practices Act or VANS policies, which policies may be requested from BDI. The Client represents and warrants that neither it nor any person or entity acting on its behalf is or while the Agreement is in force, will become, except with the prior written consent and approval of BDI, a government entity, a government official, a political party, a political candidate, a public international organisation, or a public international organizational official. BDI shall have the right to immediately terminate the Agreement for cause in the event of any breach of the foregoing representation.
- d. Neither the Client, its affiliates, or any of its or their respective officers or directors has any direct or indirect legal or beneficial interest in any business, enterprise, joint venture, or partnership with any official or any member of the immediate family of an official. If any of the foregoing acquire any such interest, the Client shall promptly notify BDI and BDI may take such actions respecting same as BDI deems appropriate under the circumstances, including termination of the Agreement.
- e. All information provided by the Client to BDI relating to the Client's ownership, history, activities, and qualifications is complete and correct in all material respects and is not inaccurate or misleading. The Client shall promptly notify BDI if any such information becomes incomplete, incorrect, inaccurate, or misleading. The Client acknowledges that BDI may periodically conduct background investigations relating to the Client and its affiliates. The Client consents to periodic investigations and agrees to

- cooperate with such investigations and provide information as BDI may request in connection with any such investigations.
- f. The Parties acknowledge that the Client may be subject to the United States Foreign Corrupt Practices Act ("FCPA") and, accordingly, agreed that all of the Client's activities under or in connection with the Agreement shall be considered subject to the requirements of the FCPA. The Client warrants that it has read and understands the full text of the FCPA and Foreign Corrupt Practices Act Compliance Policy, which may be requested from BDI (the "Policy"). The Client further warrants and agrees that it and all who act on its behalf will fully and faithfully comply with all requirements of the FCPA and the Policy, as the same may hereafter be amended from time to time, in connection with all of their activities under or in respect of the Agreement. Specifically, the Client warrants and agrees that neither it nor anyone acting on its behalf will pay, offer to pay or give anything of value to any foreign government official, political party or political candidate, any public international organisation official or any other person with the knowledge that the payment, promise or gift, in whole or in part, will be passed on to any of the foregoing in order to influence an official act of decision that will assist BDI or the Client in securing an improper advantage or in obtaining or retaining business or in directing business to any other person or entity. The Client acknowledges that no employee, officer or other representative of BDI is authorised to waive compliance with this section.
- g. The Client warrants that it is fully in compliance with and agrees to comply fully at all times with all applicable laws, including without limitation the U.S. Foreign Corrupt Practices Act and all applicable laws, regulations and other statutory law of the Territory, except to the extent that such laws, regulations or other statutory law conflict with applicable U.S. laws.
- h. The Client warrants that its books and records are complete and accurate, and that all records, information, and representations that it has provided to BDI before the signing of the Agreement and will provide to BDI in the future, including any parent, subsidiary, or affiliate thereof, are and will be complete and accurate.
- i. The Client will, when and as may be requested from time to time, provide to BDI a certificate in form and substance satisfactory to BDI signed by its legal representative that the Client is in compliance with the Policy.
- j. The Client represents and certifies that it has not been convicted of or pleaded guilty to a criminal offense, including one involving fraud, corruption, or moral turpitude, that it is not now, to the best of its knowledge, the subject of any government investigation for such offenses, and that it is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.
- k. The Client's execution of the Agreement complies with any and all laws or regulations applicable to the Client or its performance.
- l. The Client has sufficient resources, including necessary professional and support staff, as well as the necessary technical and professional expertise to perform the Services.
- m. The Client shall indemnify and hold harmless BDI, its officers, directors, and employees from and against any and all losses, damages, claims, expenses, fines, and penalties, including court costs, costs of investigation, attorneys' fees and litigation costs, and all other expenses which may reasonably be deemed to arise out of the Client's or any other third parties, including those relating to representations regarding past compliance with the FCPA, being untrue or arising out of the Client's breach of any of its warranties or covenants, including those relating to promises regarding future compliance with the FCPA. The Client obligations in this regard shall arise when and if any third party shall notify BDI, its affiliates and its and their respective officers, directors, and employees with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against the Client under this section. Such notification shall include, but not be limited to, the issuance of subpoena by a government investigative agency, a formal or informal request for documents or for information by a government investigative agency, the receipt of a formal demand by a putative whistleblower, or the filing of a civil action.
- n. The Client shall promptly notify BDI if the Client determines that any of its representations were untrue or if the Client determines that it has breached its warranties or covenants.
- o. The Client shall promptly notify BDI if the Client receives a request that would or may breach its

warranties or covenants.

- p. At any time during and within five (5) years after termination of the Agreement, the Client shall allow BDI or its designee to review or audit such books, records, and accounts of the Client to the extent relevant to this Agreement. Such access, right to copy, audit, and review shall be reasonable as to scope, place, date and time. If the Client does not maintain separate books, records, and accounts evidencing the receipt and ultimate disposition of revenues received from BDI, the Client shall have the burden to segregate all information related to receipt and disposition of revenues from BDI from all other books, records, and accounts maintained by the Client so that BDI may gain access to, copy, review, and audit those books, records, and accounts relevant to this Agreement. If the Client fails to satisfy its obligation to segregate all such information pertinent to the Agreement, BDI or its designee is entitled to access, copy, review, and audit all of the Client's books, records, and accounts. If BDI exercises the rights provided for in this section, then the Client shall make all relevant books, records, and accounts concurrently available to BDI or its designee at an agreed upon location.
- q. The Client shall not undertake any activity that would be reasonably likely to result in BDI, its affiliates, or any of its or their respective officers, directors, or employees, being in violation of, or subject to penalty under, any law or regulation applicable to BDI, its affiliates, or any of its or their respective officers, directors, or employees.
- r. Notwithstanding anything in this Agreement to the contrary, BDI is not required to take any action, including the payment of amounts otherwise owing by BDI to the Client, if BDI determines, in good faith, that doing so would be reasonably likely to result in BDI, its affiliates, or any of its or their respective officers, directors, or employees, violating, or suffering a penalty under, any law or regulation applicable to BDI, its affiliates, or any of its or their respective officers, directors, or employees. In making a determination under this section, BDI may rely on the written advice of its internal or external legal counsel.
- s. The Client shall devise and maintain a written system of internal accounting controls, sufficient to provide BDI reasonable assurances that: (a) transactions are executed in accordance with management's general or specific authorisation; (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, or any other criteria applicable to such statements, and to maintain accountability for assets; (c) access to assets is permitted only in accordance with management's general or specific authorization; and (d) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken respecting any differences. The Client agrees to provide to BDI, upon request, any written documents in support of the foregoing.
- t. BDI may disclose the Agreement to any governmental authority having jurisdiction over BDI or any of its affiliates and any governmental authority within the territory in which the Client is authorised to act under the terms of the Agreement.

1.17. The Client acknowledges the applicability of U.S. export control laws to the sales contemplated in the Agreement. The Client warrants that it will not knowingly resell products to any person located in, or any person who will resell to a person located in, any country which is subject to an embargo under the U.S. Department of Commerce Export Administration Regulations, the Department of State Directorate of Defense Trade Controls, or the U.S. Department of Treasury Foreign Assets Control Regulations. Additionally, the Client understands and acknowledges that the United States maintains lists of prohibited end-users (U.S. Department of Commerce Denied Parties and Entities lists, the U.S. Department of State's Debarred list, the Office of Foreign Assets Controls' list of Specially Designated Nationals and Foreign Sanctions Evaders available at https://build.export.gov/main/ecr/eg_main_023148) and that BDI cannot engage in, approve, facilitate, endorse, or guarantee any transaction involving a prohibited end-user or embargoed destination. BDI reserves the right to request additional information regarding the end-user and/or the destination at any time as it deems necessary in order to ensure its compliance with U.S. export control laws. The Client warrants that it will provide the BDI with complete and accurate information regarding its sale. BDI reserves the right to refuse any transaction which will place it in jeopardy with the U.S. export control laws.

1.18. The Client shall sell VANS products only as supplied by BDI and shall not alter or modify VANS products in any manner. BDI shall have the right upon reasonable advance notice to the Client to inspect the Client's place of business to ensure that the Client complies with the preceding sentence and that the Client's use of VANS trademarks complies with the provisions of the Agreement.

1.19. The Client hereby agrees to indemnify, defend and hold harmless BDI and its directors, officers, employees and agents from and against any and all causes of action, liabilities, claims, costs, damages and expenses (including reasonable attorneys' fees) arising out of, related to or in connection with

- a. The Client's use of the Confidential Information and VANS trademarks,

- b. the Client's importation, storage, marketing, resale of VANS products, except to the extent such liabilities, claims, costs, damages and expenses arise from a breach by BDI of any of its covenants herein,
- c. the Client's business operations and customers, and
- d. the Client's failure to comply with any applicable law, regulation, or order.

1.20. The Client hereby agrees to indemnify, defend and hold harmless BDI and VANS INC including their directors, officers, employees and agents from and against any and all causes of action, liabilities, claims, costs, damages and expenses (including reasonable attorneys' fees) arising out of, related to or in connection with its obligations arising from the Agreement.

EASTPAK

- 2.1. Eastpak shall only be distributed within the following territories, which list may be updated from time to time at BDI's sole discretion, as per BDI's agreement with Eastpak.
Algeria, Libya, Tunisia
- 2.2. Any reference to the Agreement shall refer to the Wholesale Terms and Conditions set by BDI.
- 2.3. The Client undertakes and warrants that in the performance of its obligations under the Agreement, it shall act in all respects in a manner consistent with the preservation and enhancement of the reputation and prestige of Eastpak products as premium quality, high-end goods. In order to secure and ensure such obligations on the part of the Client, the Client shall ensure that Eastpak products are sold only to retail outlets that meet the necessary standards to preserve and enhance the reputation and prestige of Eastpak products. Nothing in this section is intended to control or determine the price at which Eastpak products are sold.
- 2.4. The Client represents and warrants that it currently has and undertakes to maintain throughout the term of the Agreement, sufficient facilities and staff to meet its obligations.
- 2.5. All trademarks and domain names subsequently adopted and used by the Client in connection with Eastpak products under the provisions of the Agreement and any goodwill associated therewith shall be owned by Jansport Apparel Corp. The Client acknowledges that Jansport Apparel Corp. is entitled to all of the rights relating to Eastpak trademarks, as well as any goodwill associated therewith, including the sole and exclusive right to register said trademarks in the Territory and elsewhere throughout the world, and shall assist BDI and/or Jansport Apparel Corp in so doing at BDI's and/or Jansport Apparel Corp's expense.
- 2.6. The Client further agrees never to contest, deny or dispute the validity of the Eastpak trademarks or the title of Jansport Apparel Corp therein; never in any way, either directly or indirectly, to encourage or assist others in doing so; and never to take any action of any kind inconsistent with the holding of all such trademark rights by Jansport Apparel Corp. The Client further agrees never to register, attempt to register, license, otherwise use or claim any rights in any Eastpak Trademark or name or any After-Adopted Trademark or any trademark or name similar thereto; or to register, attempt to register, license, otherwise use or claim any rights in any Eastpak Trademark or name or any trademark or name similar thereto, in the language of the Territory, and that it shall assign, or cause its affiliates to assign, any already existing registrations, applications, and rights any of them may have to Jansport Apparel Corp. Nothing in the Agreement shall confer upon the Client a proprietary interest of any kind in and to any of the Eastpak trademarks or After-Adopted trademarks by the Client shall inure to the benefit of Jansport Apparel Corp.
- 2.7. BDI hereby authorises the Client, during the term of the Agreement, to display Eastpak trademarks only in relation to Eastpak products purchased from BDI, only to promote the sale thereof in a form and manner consistent to that of Eastpak products. In doing so, the Client shall at all times comply with all directions given by BDI. Any such display shall have the prior written approval of BDI and may not be used until so approved. All of the Client's sales and trade literature and advertising shall indicate clearly that the registered owner of Eastpak trademarks is Jansport Apparel Corp.
- 2.8. The Client shall not acquire any property rights in or to the trademarks, including any goodwill associated with such trademarks. The Client shall never use the Eastpak trademarks as part of its trade, business or corporate name, or the Client shall not use the Eastpak trademarks, registered or unregistered, on its stationary or elsewhere, unless authorised to do so in writing by BDI. Should the Client wish to use the Eastpak name or any of the Eastpak trademarks on its stationery, as part of its trade name, or in any other manner whatsoever, the Client shall submit to BDI, in writing and in advance of any use, a proposal for such use, and if BDI does not provide specific written approval of such proposal, the proposed use shall be deemed not approved and shall not be used by the Client. Upon expiration or termination of the Agreement and/or BDI's agreement with Eastpak, for any reason whatsoever, any and all rights to display Eastpak trademarks shall cease, and the Client shall, refrain from displaying Eastpak trademarks in its sales literature and advertising and on any goods sold by the Client except as originally affixed by BDI.
- 2.9. The Client shall promptly notify BDI of any infringement or other misuse of Eastpak trademarks or the use by any person or entity of any trademarks, trade names, or domain names identical or confusingly similar thereto of which the Client becomes aware. BDI may take such action as BDI deems appropriate. Except upon the written request and authorisation of BDI, the Client shall not take any action to prevent

infringements, imitation or illegal use of Eastpak trademarks, trade dress associated with the Eastpak products, or trade name of Jansport Apparel Corp. However, the Client shall render to BDI, and shall cause its affiliates to render, all commercially reasonable assistance in connection with any matter pertaining to protection or enforcement of Eastpak trademarks before administrative and quasi-judicial agencies and the courts in the Territory, and shall make available to BDI its representatives, agents and attorneys, all of the Client's records, files and other information pertaining to Eastpak trademarks, including the purchase, manufacture, resale and advertising of Eastpak products supplied and resold under the Agreement. In no event shall BDI or Jansport Apparel Corp be required to take any action if it deems it inadvisable to do so, and neither BDI nor any of its affiliates shall have any right to take, or take, any action without BDI's prior written consent.

- 2.10. The Client shall cooperate, and shall cause its affiliates to cooperate, with BDI and/or Jansport Apparel Corp and its affiliates to prevent and take measures and actions against counterfeiting in the Territory and shall comply, and cause its affiliates to comply, with all instructions given by BDI in connection therewith.
- 2.11. The Client acknowledges that failure to comply with the sections relating to trademarks shall result in immediate and irreparable damage to BDI and Jansport Apparel Corp and acknowledges and admits that there is no adequate remedy at law for such failure to comply and BDI and/or Jansport Apparel Corp shall be entitled to equitable relief, including, without limitation, temporary and permanent injunctions and such other and further relief as any court, agency or governmental entity with jurisdiction may deem just and proper. Resort to any remedy shall not be construed as a waiver of any rights and remedies to which BDI may be entitled under this Agreement or under applicable law.
- 2.12. The Client undertakes and warrants that, unless so authorised in advance in writing by BDI, it will not:
- a. actively sell (through any means, including direct mails or visits) Eastpak products to customers or customer groups in unauthorised territories;
 - b. actively approach such customers through advertisement in the media or any type of promotions for Eastpak products which are targeted customers in unauthorised territories;
 - c. establish a warehouse or distribution/retail outlet for Eastpak products in an unauthorised territory.
- 2.13 BDI may, at the Client's expense, purchase any Eastpak products found outside the Territory that originated with the Client as a result of any breach or default of the Client's obligations under the sections 2.1 and 2.13. The Client agrees to cooperate with BDI's investigation of such Eastpak products to a commercially reasonable extent.
- 2.14 The Client shall sell Eastpak products only as supplied by BDI and shall not alter or modify Eastpak products in any manner. BDI shall have the right upon reasonable advance notice to the Client to inspect and ensure that the Client complies with the receding sentence and that the Client's use of Eastpak trademarks complies with the Agreement.
- 2.15 The Client agrees to indemnify, defend and hold harmless BDI and its directors, officers, employees and agents from and against any and all causes of action, liabilities, claims, costs, damages and expenses (including reasonable attorney's fees) arising out of, related to in connection with
- a. the Client's use of the confidential information and Eastpak trademarks,
 - b. the Client's importation, storage, marketing, sale or distribution of Eastpak products (including without limitation, any representations or warranties made by the Client beyond any express warranties made by BDI of any of its covenants herein
 - c. the Client's business operations and customers; and
 - d. the Client's failure to comply with any applicable law, regulation or order.
- 2.16 The Client makes the following representations and warranties to BDI and covenants and agrees as follows:
- a. The Client represents that neither it nor any of its officers, directors, employees, agents, sub-distributors, delegates, assignees or representatives has, in connection with any business involving the Eastpak ® Business, made, promised or offered to make any payment or transferred anything of value, directly or indirectly, to any government official or employee, including employees of government owned companies, or to any political party or candidate for public office, or to any other person or entity, if such payment or transfer would violate any laws of the country in which the payment or transfer is made, including the anti-bribery laws in the European Union or the United States Foreign Corrupt Practices Act ("FCPA") in the United States of America.

- b. The Client further represents that neither it nor any of its officers, directors, employees, agents, sub-distributors, delegates, assignees or representatives will, in connection with any business involving or related to the distribution of Eastpak ® products, make, promise or offer to make any payment or transfer anything of value, directly or indirectly, to any government official or employee, including employees of government owned companies, or to any political party or candidate for public office, or to any other person or entity, if such payment or transfer would violate the above-mentioned laws.
- c. The Parties intend that no payments or transfers of value shall be made which have the purpose or effect of bribery, kickbacks or other unlawful or improper means of obtaining business. The Client further warrants that all written and oral information it supplies to BDI related to its compliance with the FCPA and/ or any applicable law is and will be complete, truthful and accurate.
- d. The Client represents and warrants that, as of the date of entry into the Agreement and during their subsequent term, it is not and will not be, owned or directed by, and does not, and will not, employ any government official or employee, political party official or candidate for public office.
- e. The Client agrees to give prompt written notice in the event that, at any time during the term of the Agreement, it has failed to comply with or has breached any of its warranties hereunder or any of the certifications become inaccurate. In the event the Client has not so complied or has breached any of its warranties hereunder or any other certifications become inaccurate, the Agreement shall be null and void from the time of such non-compliance, breach or inaccuracy. If the Client believes, in good faith, that the Client has acted in any way that may subject BDI to liability under the laws in the European Union or FCPA, BDI may unilaterally and immediately terminate the Agreement by written notice.

COLUMBIA

- 3.1. Columbia products shall only be distributed outside within the following territories listed in the Agreement, which territories must specifically fall within the following list, which list may be updated from time to time at BDI's sole discretion, as per BDI's agreement with Columbia.
Morocco, Algeria and Nigeria.
- 3.2. Any reference to the 'Agreement' shall refer to the Wholesale Terms and Conditions set by BDI.
- 3.3. The Client shall confine sale of goods through retail only.
- 3.4. The Client shall not sell goods to any customer if the Client knows they are intended for wholesale, distribution and/or sale directly or indirectly, into another Territory. If the Client becomes aware of a shipment by one of their purchasers into unauthorised territory, the Client shall immediately inform BDI in writing and provide the name and address of the customer involved. Any violation of this section shall constitute a material breach and may result in termination of the Agreement.
- 3.5. The Client shall refrain from taking any action or from omission that directly or indirectly injures, brings into disrepute, ridicules or lessens the public reputation, goodwill or favourable image of Columbia, the trademarks or the products.
- 3.6. BDI shall not be liable to the Client for any indirect, consequential or economic damages or losses, whether arising from or relating to defective or damaged goods, breach of contract, including failure to comply with the terms of any purchase order, late delivery, negligence or otherwise, nor shall BDI's liability to the Client in any event exceed the amount actually paid by the Client for the goods.
- 3.7. BDI acknowledges that the trademarks, trade names, domain names, logos, designs and other intellectual property owned, registered or used by Columbia are the sole property of Columbia Sportswear Company being the ultimate owner. The Client shall not use the trademarks other than pursuant to the limited rights granted for use. All such and related goodwill thereto shall inure to the benefit to Columbia and the Client shall have no ownership interest in the trademarks or related goodwill.
- 3.8. The Client shall not register any trademark or file any other document with any government authority indicating or representing that the Client shall have any ownership interest in any Columbia trademark. The Client shall not register any trademark, design, symbols or other mark confusingly similar to the Columbia trademarks.
- 3.9. The Client shall not, without prior written consent from BDI, remove or alter any trademarks, notices, patent numbers, serial numbers, labels, tags or other identifying marks, symbols or legends affixed to any goods or containers or packages containing goods.
- 3.10. The Client shall promptly notify BDI of any use of the trademarks use by the Client or any use by the Client of similar marks which may constitute an infringement of the trademarks. Columbia shall have the sole right to institute any proceedings against the Client who infringes and BDI shall cooperate fully with Columbia in any action taken by Columbia against the Client, provided that all expenses of such action shall be borne by Columbia and all damages which may be awarded or agreed upon settlement of such action shall accrue to BDI.
- 3.11. Upon expiration or early termination of the Agreement, the Client shall immediately cease completely the use of the trademarks.
- 3.12. The Client may not register or own any Columbia-related domain names.
- 3.13. The Client shall comply with all applicable laws, rules and regulations, including without limitation the Foreign Corrupt Policies act and any other applicable anti-bribery and anti-corruption laws in the performance of its obligations under these conditions. The Client further understands that Columbia's Code of Business Conduct and Ethics (the "Code"), which is available at www.columbia.com or which may be requested from BDI, sets out basic principles to guide the Client. By placing an order for Columbia products, the Client acknowledges that it has reviewed the Code, and that the Client understands and agrees to comply with the standards applicable to it.
- 3.14. The Client further warrants that it does business ethically and will avoid all forms of corruption, including

extortion, bribery, embezzlement, theft, fraud or other abuse of power to gain an advantage. The Client represents and warrants that (a) it is now in compliance with, and will continue to comply with, all applicable laws and regulations, including but not limited to all applicable anti-corruption laws and regulations; and (b) it will not offer, solicit or give any payments, loans, gifts, money or anything of value, directly or indirectly (i) to or for the use or benefit of any official or employee of any government, or the agency or instrumentality's of any government (including but not limited to employees of any state-owned or organisations (ii) to any political party or official or candidate thereof (iii) to any other person if the Client knows or has reason to suspect that any part of such payment, loan, gift money or anything of value will be directly or indirectly given or paid to any such governmental official or political party or candidate or official thereof, or (iv) to any person or entity, the payment of which would violate either the Foreign Corrupt Practices Act (FCPA), the UK Bribery Act (UKBA) or any other applicable anti-bribery or anti-corruption laws of other jurisdictions. The Client will not, and is not authorised to, give or solicit gifts, hospitality or entertainment for any purpose on BDI or Columbia's behalf.

- 3.15. The Client represents and warrants that it is now in compliance with and will continue to comply with, applicable laws and regulations of the United States of America, the European Union, any European Member State and Switzerland related to customs/import laws, trade sanctions and export controls, including customs/import laws of the relevant importing jurisdictions, as applicable the trade sanctions administered by the U.S Treasury Department's Office of Foreign Assets Control ("OFAC"), the Council of the European Union, European Member States and the U.S anti-boycott regulations including but not limited to regulations prohibiting support of the Arab League boycott of Israel, the export controls administered by the U.S Commerce Department's Bureau of Industry and Security ("BIS"), the European Union and any European Member State and that, in connection with distribution of the products, it will also comply with any additional restrictions on trading partners and destinations imported by Columbia as a matter of internal policy ("Trade Restrictions").
- 3.16. The Client represents and warrants that neither the Client, its directors, executive officers, senior management, key employees, agents, shareholders, nor persons having a controlling interest in the Client are
- a. persons located or incorporated in, or overseas entities (e.g., Embassy or Consulate) of the Crimea, Donetsk, Luhansk, Kherson or Zaporizhzhia Regions of Ukraine, or Cuba, Iran, North Korea, Syria, or any other territory or country that Columbia prohibits as a matter of internal policy or that is subject to trade sanctions ("Prohibited Jurisdictions"), or;
 - b. persons targeted by national, regional, or multinational trade or financial sanctions under applicable laws and regulations, including persons designated on the OFAC List of Specially Designated Nationals and Other Blocked Persons, the OFAC Consolidated Non-SDN Sanctions List (including the Sectoral Sanctions Identifications List and the Foreign Sanctions Evaders List), the United States State Department Non-proliferation Sanctions Lists, the United States Department of Commerce Denied Parties List, Entity List or Unverified List, the United Nations Financial Sanctions Lists, the European Financial Sanctions List, or the Swiss Sanctions List maintained by the Swiss State Secretariat for Economic Affairs, in force from time to time, or;
 - c. persons directly or indirectly owned or controlled by or acting on behalf of such persons identified in section (i); (together, "Restricted Persons"). The Client shall notify BDI in writing immediately upon the occurrence of any event that might render the foregoing representations and warranties of this section incorrect.
- 3.17. The Client represents and warrants that it shall comply with all applicable Trade Restrictions relating to the performance of its obligations hereunder, and shall not use, resell, export, re-export, distribute, transfer, dispose of, or otherwise deal with any goods, directly or indirectly, except in full compliance with Trade Restrictions. Unless authorised under applicable Trade Restrictions or otherwise by a government license, in the context of the distribution of the goods, the Client shall not, directly or indirectly, make any funds or goods available to or for the benefit of or otherwise deal, with
- a. a person or entity located in or organized under the laws of a Prohibited Jurisdiction; or
 - b. any Restricted Person.
- Failure by the Client to comply with applicable Trade Restrictions shall constitute a material breach of these conditions.
- 3.18. The Client agrees that no-goods or technical data supplied under these conditions will be exported, re-exported, sold, distributed, or otherwise transferred for any use in connection with any of the below:
- a. the design, development, production, stockpiling, or use of nuclear, chemical or biological weapons or missile delivery systems therefor or
 - b. the incorporation into a military/defense item or any military/defense or military/defense

intelligence end use.

- 3.19. The Client shall not do or omit to do anything that may cause BDI and/or Columbia, in their reasonable judgment, to be in breach of applicable Trade Restrictions, and shall protect, indemnify, and hold harmless BDI and/or Columbia from any claim, damages, liability, costs, fees and expenses incurred by BDI and/or Columbia as a result of failure or omission of the Client to comply with such Trade Restrictions. Furthermore, the Client agrees that no actions (for failure to take action) by it or any of its employees shall cause BDI and/or Columbia to violate or incur any penalty or loss of tax benefits under applicable laws or regulations, including the anti-boycott rules and regulations under the United States Export Administration Regulations or the Internal Revenue Code.
- 3.20. The Client shall promptly provide BDI with any information requested by BDI on the Client, its affiliates, representatives or agents, including but not limited to, records of shareholders and their family members, to enable BDI to identify any Restricted Party or otherwise comply with applicable Trade Restrictions. The Client shall give reasonable and timely support to BDI and/or Columbia to enable BDI and/or Columbia to ensure compliance with applicable Trade Restrictions, including but not limited to, financial notifications, approval or license requirements, export permits, and customs controls. In BDI discretion and upon request from Columbia, the Client agrees to provide written that the Client has complied with the requirements of sections 3.15-3.26. The Client will cooperate fully with BDI and/or Columbia in any official or unofficial audit or inspection that related to these restrictions. The Client agrees to cooperate fully with any due diligence review of the Client conducted by BDI and/or Columbia or any other party designated by BDI and/or Columbia and to provide all information necessary for the completion of such inquiry. The Client represents and warrants that the information that the Client provides in connection with such due diligence review is accurate and complete.
- 3.21. The Client agrees to and acknowledges Columbia's Export Shipment Compliance Instructions which the Client may request from BDI from time to time, and that the Client and any third parties it engages while conducting business related to these conditions, including its affiliates, agents, representatives, sub-contractors, and freight forwarders will comply with these instructions.
- 3.22. Under no circumstance shall BDI tolerate or endorse Illegal Transshipments and therefore such practice is absolutely prohibited. If the Client will be solely responsible for all legal and other consequences and liabilities arising out of the same and payment of any all resulting direct and indirect costs, including fines, penalties, order cancellations, loss of sales and duty increase. 'Illegal Transshipments' shall refer to the illegal movement of goods through a second country en-route to the country of import. Transshipment is legal and commonly used in the ordinary course of business. However, transshipment of merchandise for the purpose of circumventing trade laws and other restrictions applicable to the shipment is unlawful. For customs purposes, unlawful transshipment involves claiming a false country of origin to circumvent quota, avoid paying higher duties (such as antidumping and countervailing duties) or to receive benefits from Special Trade Programs and Trade Agreements).
- 3.23. The Client represents and warrants that the Client and any third parties it engages while conducting business related to these conditions, including its affiliates, agents, representatives, subcontractors and freight forwarders comply with applicable anti-money laundering regulations and that the Client and any third parties it engages, agents, representatives, sub-contractors and freight forwarders, have adequate information as to the origin of the fund that are used to pay for the goods in order to ensure compliance with the applicable anti-money laundering regulations.
- 3.24. The Client shall indemnify and hold harmless BDI and Columbia and its affiliates and its and their officers, directors, agents and employees, from any claims, demands, loss, damage, liability or expense, including attorney's fees at trial, on appeal and on any petitions for review, arising out of the acts or omissions of the Client, its agents, or employees, including any breach of, or failure to comply with, any law or regulation in the Client's territory and including but not limited to any violation of sections 3.15-3.23 above or otherwise any breach of the Agreement.
- 3.25. The Client warrants and represents that it does business ethically and will avoid all forms of corruption, including extortion, bribery, embezzlement, theft, fraud or other abuse of power to gain an advantage. The Client represents and warrants that:
 - a. it is now in compliance with, and will continue to comply with, all applicable laws and regulations, including but not limited to all applicable anti-corruption laws and regulations; and
 - b. it will not offer, solicit or give any payments, loans, gifts, money or anything of value, directly or indirectly;

- i. to or for the use or benefit of any official or employee of any government, or the agency or instrumentalities of any government (including but not limited to employees of any state-owned or organisations;
- ii. to any political party or official or candidate thereof;
- iii. to any other person if the Client knows or has reason to suspect that any part of such payment, loan, gift money or anything of value will be directly or indirectly given or paid to any such governmental official or political party or candidate or official thereof; or
- iv. to any person or entity, the payment of which would violate either the Foreign Corrupt Practices Act (FCPA), the UK Bribery Act (UKBA) or any other applicable anti-bribery or anti-corruption laws of other jurisdictions. The Client will not, and is not authorised to, give or solicit gifts, hospitality or entertainment for any purpose on BDI or Columbia's behalf.

3.26. The Client shall comply with all applicable health and safety regulations. The Client shall operate in an environmentally responsible and efficient manner to minimise adverse impacts on the environment and will comply with all applicable environmental regulations.

3.27. The Client shall treat its employees ethically and will comply with all applicable laws regarding the use of child labour, forced labour, human slavery, human trafficking, wages, working hours and conditions, work eligibility and non-discrimination.

NIKE

- 4.1. NIKE products shall only be distributed within the following territories listed in the Agreement, which territories must specifically fall within the following, which list may be updated from time to time at BDI's sole discretion, as per BDI's agreement with the NIKE.

Angola, Benin, Burkina Faso, Burundi, Cabo Verde, Cameroon, Central African Republic, Chad, Comoros, Congo, Cote d'Ivoire, Djibouti, Egypt, Equatorial Guinea, Eritrea, Eswatini, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Morocco, Mozambique, Namibia, Niger, Nigeria, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, South Sudan, Sudan, Tanzania, Togo, Tunisia, Uganda, Zambia, and Zimbabwe.

Insofar as permitted by applicable law, including any applicable competition, anti-trust or similar laws, the Client must at all times ensure that its products are sold or supplied only to customers within the Territory, and in particular must not itself sell or supply products to any person outside the Territory, nor to any person who the Client should reasonably suspect may supply those products outside the Territory. The Client acknowledges that this obligation constitutes a material obligation under the Agreement. Furthermore, regardless of whether BDI chooses to exercise any of its rights of termination in respect of a breach of this section the Client undertakes to fully compensate BDI who may suffer damage as a result of that breach.

- 4.2. Any reference to the 'Agreement' shall refer to the Wholesale Terms and Conditions set by BDI.
- 4.3. The Client shall use its best endeavours to promote, market, sell and if applicable sub-distribute the products in the Territory in accordance with the terms and conditions of the Agreement.
- 4.4. The Client shall not own or operate any Nike outlet within the Territory, as all mono-brand retail stores and multi-brand retail stores within the Territory shall be owned or operated by BDI.
- 4.5. Channels of Distribution shall refer to the specific markets or channels of trade in which the Client has the right, to sell the products, including, without limitation, to no less than high-end, better quality athletic footwear and sporting goods retailers and in specialty shops, department stores and boutiques which are consistent with the NIKE brand strategy and that will enhance the NIKE brand image. Additionally, catalogue sales, mail-order sales, online sales and direct response sales may be permitted with BDI's prior written approval on a case-by-case basis. Channels of Distribution shall exclude, without limitation:
- a. any retail and outlet stores that are not consistent, in the opinion of BDI and/or NIKE, with the NIKE brand strategy, and
 - b. mass merchants, discount stores, discount store chains, flea markets, open air markets, consolidators, diverters, catalogue sales, mail-order sales, direct response sales, NIKE Strategic Accounts and the Internet.
- 4.6. Corrective action shall refer to any action, initiated by or at the request of BDI, intended to bring to an end an identified product non-compliance with the applicable legal and regulatory requirement.
- 4.7. Recalls shall refer to any Corrective Action aimed at achieving the return of a product that does not meet the definition of 'safe product' as described in clause 2(b) of Directive 2001/95/EC on general product safety ('Dangerous Product') that has already been supplied or made available to customers. Recalls shall be initiated by or at the request of BDI, or when ordered by a competent market surveillance authority.
- 4.8. Withdrawals shall refer to any Corrective Action aimed at preventing a product already in the supply chain from being further made available on the market and/or supplied to consumers.
- 4.9. The Client shall not, directly or indirectly:
- a. sell the products to anyone that the Client knows or reasonably should know, is selling, or is expected to sell:
 - i. counterfeited products bearing the trademarks, other Intellectual Property, or the intellectual property of any third party, or
 - ii. products that are otherwise infringing the Intellectual Property of NIKE or its affiliates;
 - b. offer, sell, deliver or otherwise make available any products to any retailer or other third parties (including affiliates) located outside the Territory, to the extent permitted by applicable law (i.e. international, federal, state, or local laws (including the local laws of any nation, province, state, or municipality where products are distributed, regulations, conventions, treaties, administrative rules,

- ordinance, or other legal authority);
- c. offer, sell, deliver or otherwise make available any products to any person or entity that the Client knows or reasonably should know, intends to offer, sell or deliver such products to any third party or entity outside of the Territory.
 - d. use a business premises (e.g. branch office, distribution warehouse) or otherwise conduct business outside the Territory in connection with the distribution of products.
 - e. sell or distribute the products otherwise than at retail level without the prior express approval of BDI which approval may be withheld in BDI's sole discretion and if granted, may require the inclusion of additional terms, where such approval, where given is:
 - i. without any prejudice to the Client's obligations and/or BDI's rights under the Agreement and the applicable law, and the Client is responsible for ensuring that such sub-distributors and sales intermediaries are fully aware of and contractually bound by substantially the same obligations as imposed to the Client in and under the Agreement;
 - ii. subject to the Client enforcing any such non-retail client's compliance with the Client's obligations hereunder, including, but not limited to, assuming responsibility for a breach by them of any of the Client's obligations hereunder; and
 - iii. subject to Client being responsible to ensure that such non-retail clients only sell or distribute the products themselves and that the Client is responsible and liable for ensuring that such parties are contractually bound to and will not delegate, assign, redirect or otherwise subcontract or transfer the right to sell or distribute the products to third parties.
 - f. obtain the products from any person, firm or company other than BDI;
 - g. do anything that in BDI's sole opinion may bring BDI or NIKE into disrepute or damage BDI and/or NIKE's business in any way (e.g. such as associating the products with weapons, violence, drug or alcohol use, political parties or sexual activity, among others); or
 - h. sell and/or distribute the products to customers through various channels, including the Client's premises, online platforms, retail outlets, or any other approved format, excluding sales to the Client's staff or its affiliate's staff.
 - i. act in a manner that is inconsistent with the use of Intellectual Property to position, market and sell products as an industry-leading, premium offering.

4.10. For NIKE products, BDI may accept deficiency claims from the Client only if they pertain to the current season. Claims related to old stock and/or At-Once Orders will not be accepted for credit notes.

4.11. If BDI determines that an account to whom the Client sold or distributed products is selling such products in any way that diminishes or impairs the goodwill, image or the prestige of BDI and/or NIKE, the products, or the Intellectual Property, then the Client shall discontinue selling to such account within fifteen (15) days after receipt of written request from BDI. At such time as BDI may request, the Client shall promptly send to BDI in the form and manner requested by BDI, a list of all current accounts for all products.

4.12. The Client shall act with due care to help ensuring compliance of the products with the applicable legal and regulatory requirements. The Client shall inform BDI without undue delay, and in any event within twenty-four (24) hours, if it becomes aware that a given product infringes the applicable legal and regulatory requirements, and/or is dangerous for the health and safety of consumers. The Client shall not on its own initiative (directly or indirectly) without the prior written consent of BDI:

- a. take any Corrective Action, and/or
- b. initiate a withdrawal or recall, and/or
- c. contact formally or informally any authority.

The Client shall inform BDI without undue delay, and in any event within twenty-four (24) hours, if a market surveillance action is initiated by a competent authority targeting the products. In the event of market surveillance action, the Client shall act with due care to ensure the timely exchanges with the competent authorities and the compliance with the applicable legal and regulatory deadlines. The Client shall comply to the fullest extent possible with all the instructions and directions provided by BDI when a Corrective Action (including a Withdrawal and/or Recall) is being implemented, be it on BDI's own initiative or when ordered by a market surveillance authority.

4.13. The Client shall comply with the following laws:

- a. Ethical Conduct of Business in Compliance with Applicable Law and NIKE Policy.

The Client shall at all times conduct its business in an ethical manner in compliance with all applicable law and regulations (including, without limitation, all laws and regulations relating to competition, privacy, product and consumer safety, environmental compliance, labour, wages, and worker health and safety) and with NIKE's corporate policies which may be requested from BDI from time to time.

The Client agrees that it will not take any action or require any representations from BDI and/or NIKE that will cause BDI and/or NIKE to violate the U.S. Anti-Boycott Regulations, 15 C.F.R. Part 760.

The Client and its representatives, officers, directors, employees, agents, and any other person acting on its or their behalf (collectively, "Related Parties") and its affiliates have complied, and will comply, with all applicable laws regarding:

- i. anti-corruption and anti-bribery, including the U.S. Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et. seq.; the UK Bribery Act 2010, and any other laws relating to bribery and corruption of each country applicable to the parties or the activities under the Agreement (collectively, "ABAC Laws"); and
- ii. all applicable export control and sanctions laws and regulations of the United States, the European Union and the Territory(s), including importation, exportation, and trade laws, the requirement for obtaining licensing or other prior approval for sale or other transfers, if applicable (collectively, "Trade Laws").

The Client hereby represents and warrants that neither it, nor any of its shareholders, ultimate beneficial owners, affiliates or Related Parties are a sanctions target. Also, the Client shall not adopt, engage in, permit or otherwise use any pricing policies, advertising campaigns, merchandising techniques, or other commercial practices which are illegal under the laws of the Territory or which, in the sole and exclusive opinion of BDI, detract from the goodwill and reputation of BDI and/or NIKE or the trademarks (it being understood that this provision will not be used by NIKE to impose minimum resale prices for the product).

b. Anti-Bribery and Anti-Corruption Laws.

In compliance with ABAC Laws, the Client and its related parties have not offered, paid, promised, requested, authorised, or accepted, and will not offer, pay, promise, request, authorise, or accept, directly or indirectly, any bribe, kickback, or other improper benefit or thing of value to or from any third-party, including a public official, in connection with the Agreement (i) to improperly obtain a business advantage or to obtain or retain business; (ii) to induce the person to perform any function or activity improperly, or to provide a reward for doing so; (iii) to corruptly influence, directly or indirectly, any act or decision of any person referred to above; or (iv) if the payment would otherwise violate, or cause BDI or its affiliates to violate ABAC Laws.

c. Licenses and Pre-Approvals

In compliance with Trade Laws, the Client represents and warrants that the Client and its Related Parties have obtained or will obtain all licenses or other prior approvals necessary for carrying out the Agreement. With respect to countries or territories that are, or may become, a sanctioned country, the Client agrees that it:

- i. will not distribute products in such countries or territories,
- ii. will not agree to sell products to customers that it knows, has reason to know, or suspects will distribute products in such countries or territories, and
- iii. shall take reasonable steps to ensure that no products are distributed, either directly or indirectly, to such countries or territories.

It is the Client's responsibility to monitor these countries or territories targeted by OFAC from time to time during the Term and to update its internal procedures accordingly to ensure compliance with this section 4.13. The Client shall establish effective denied party screening procedures (including Restricted Party Screening) and shall take reasonable steps to ensure that no products are distributed, either directly or indirectly, to customers or consumers that are, or become, sanctions targets. The Client shall immediately notify BDI if it or any of its customers is, or becomes, a sanctions target or if the Client's export privileges or those of any of its customers are otherwise denied, suspended or revoked in whole or in part by any governmental entity.

d. Additional Compliance Covenants and Undertakings

The Client has undertaken and will undertake reasonable measures to ensure compliance with the provisions of this section 4.13 by the Client, its related parties, and customers, including adopting effective ABAC and Trade compliance programs and conducting training of its Related Parties, including but not limited to its officers and directors, at least once annually. The Client, its Related Parties and customers shall cooperate with BDI in conducting any due diligence such as investigating any allegations of non-compliance with ABAC and Trade Laws, including reviewing any relevant records of any such affiliates, agents, or sub-contractors.

The Client acknowledges that violations of ABAC Laws and Trade Laws by third parties including, affiliates, Related Parties, and customers, may result in legal liability for the Client, BDI and NIKE. In this regard, the Client shall conduct due diligence checks on all new and existing customers and receive from all new and

existing customers a duly executed Know Your Customer (KYC) form and Compliance Certificate, which forms are to be requested from BDI. The Client shall renew the activities in this section 4.13 for all existing customers on an annual basis and specifically for any new customers at the time of onboarding. The Client shall not place any order for products with BDI on behalf of any new or existing customer if the customer has not duly completed and executed a KYC form and Compliance Certificate; or if the Client identifies the customer or sales intermediary or sub-distributor as a sanctions target. Upon written request from BDI and/or NIKE, the Client will confirm that it has adequate controls to block the shipment of NIKE products to Sanctioned Countries.

e. Notice to BDI of Any Violations.

Upon becoming aware of any actual or alleged violation of this section 4.13 or of any ABAC Laws or Trade Laws in connection with the Agreement, the Client shall give immediate written notice to BDI. To the extent permitted by law, the Client shall give written notice to BDI within three (3) working days of receiving any request for information from a third party, including any governmental authority, regarding the Client's compliance with ABAC or Trade Laws in connection with the Agreement and shall notify BDI within fifteen (15) working days prior to any communications by the Client with any third party, including any governmental authority, regarding the Client's, BDI's and/or NIKE's compliance with ABAC or Trade Laws in connection with the Agreement. The Client agrees to annually certify and agrees to procure that its Related Parties annually certify, in writing upon BDI's request that it is in compliance with this provision.

f. BDI's Audit Rights

In the event BDI, NIKE or the Client become aware of any actual or alleged violation of this section 4.13 or any ABAC Laws or Trade Laws in connection with the Agreement, NIKE and/or BDI may, but is not obliged to, at any time, upon written notification, investigate or audit the Client's compliance with the Agreement and ABAC Laws or Trade Laws or require the Client to engage an independent entity to carry out such investigation or audit to NIKE and/or BDI's satisfaction. The Client shall cooperate fully with any such investigation or audit and provide BDI or its representatives prompt certification of its continuing compliance with ABAC Laws and Trade Laws. Such cooperation shall include, without limitation, access to the records of the Client and its Related Parties, including accounting records, emails and information obtained through interviews of the Client's employees and Related Parties. BDI may, at its discretion and to the extent permitted by law, withhold any payments due under the Agreement and prohibit the Client from doing business related to the Agreement with any Related Party, affiliate, or customer that is or may be involved with any actual or alleged violation until any such investigation is concluded and, to the extent applicable, the Client has implemented corrective measures agreed to in writing by BDI. In the event BDI determines or has reason to believe that the Client has failed to comply with or violated any of this section 4.13 or any applicable ABAC Law or Trade Law, BDI shall have the right to terminate the Agreement without prejudice to any of its rights under law, contract or equity, and Client agrees to indemnify BDI and/or NIKE for any costs, damages, fines, penalties, forfeitures or fees related to any such investigation or violation.

g. Compliance Training

Upon request of BDI, the Client shall ensure that its Related Parties, affiliates, or customers complete any training required by BDI regarding applicable NIKE policies.

h. Recordkeeping

The Client shall keep accurate and complete records of all payments made by the Client, or any of its affiliates, agents, and subcontractors and preserve such records for a period of at least six (6) years following termination of the Agreement. The Client and its related parties shall keep records relevant to or required for compliance with Trade Laws for a period of at least six (6) years, or longer as required by law, including, but not limited to, invoices, purchase orders, shipping records and accounting records.

i. Survival

This section 4.13 will survive termination of the Agreement.

4.14. The Client, its affiliates and customers shall be prohibited from offering, selling or delivering any products to any person or entity outside the Channels of Distribution within the Territory or to any person or entity that the Client knows, or in the exercise of reasonable judgment should know, intends to offer, sell, distribute, or deliver such products outside the Channels of Distribution within the Territory.

- 4.15. At BDI's request, the Client shall provide BDI with any information BDI may, in its sole discretion, find relevant with respect to the Client's communications with customers.
- 4.16. The Client shall use suitable and professional staff members for the distribution and/or sale of the products and execution of the Agreement. The Client shall, immediately after receiving a complaint from BDI regarding its organisation, the quality or service performance of its personnel or other performance issues, take appropriate action to improve the situation. The Client acknowledges that it is solely responsible for its business decisions, including but not limited to decisions to make certain investments and/or hire certain personnel, based on BDI's input. For the avoidance of doubt, nor BDI nor NIKE shall be liable for any damages suffered, costs incurred, claims of third parties (including but not limited to the Client's personnel) and or severance or similar payments payable by the Client in connection to the Client's business decisions.
- 4.17. The Client shall at its own discretion determine the prices at which and (except as otherwise specifically provided in this agreement) the terms and conditions on which it sells the products. Without any prejudice to the foregoing, BDI may make available to the Client the recommended resale and/or recommended retail prices of the products applicable in the Territory in those regions. For the sake of clarity, the Client, its affiliates and its customers are free to determine their own selling prices in their sole discretion.
- 4.18. The Client shall not:
- a. make any modification to the products or their packaging;
 - b. use any of NIKE's Intellectual Property in conjunction with any other trademark or for any other use other than in conjunction with its rights under the Agreement. For the avoidance of doubt, promotion within any retail environments that are permitted by the Agreement or any other agreement where other brands are separately promoted is allowed to the extent this is consistent with the spirit of this clause 4.18 and in accordance with any NIKE rules on the subject as communicated to the Client from time to time. In the event of any doubt, the Client shall ask BDI's prior consent. BDI shall at all times have the right to inform the Client that certain promotion is not allowed, in which event the Client shall cease such promotion immediately;
 - c. use any of the trademarks except precisely in the form in which it is approved by BDI;
 - d. use any of the trademarks as part of a business or trade name or in the conduct of any portion of the Client's business;
 - e. during the Term and at any time, thereafter, use or register any trademarks, trade names or trade dress that are confusingly similar to any of the trademarks;
 - f. use any of the trademarks in any way that might prejudice the distinctiveness or validity of the goodwill of BDI, NIKE and/or the NIKE affiliates therein, or authorise any third party to do the same;
 - g. use any trademarks other than the trademarks in connection with the products without obtaining the prior written consent of BDI; or
 - h. use any Trademark on a web site without prior written approval from BDI.
- 4.19. The Client shall indemnify, hold harmless and defend BDI and/or NIKE (including their directors, employees and other third parties engaged by BDI) from and against all liability, loss, cost, damage and expense (including all legal fees and court costs) incurred or sustained by reason of/or arising from any breach by the Client of any provision of the Agreement, or by actions or omissions of the Client its employees, landlords, or affiliates and other parties engaged or contracted with by the Client (including but not limited to sub-distributors or sales intermediaries such as but not limited to agents), or any order for the products.
- 4.20. The Client further agrees to defend and indemnify BDI in the event that any of the Client's employees, landlords or affiliates, sub-distributors independent sales intermediaries such as agents, vendors or any other third parties engaged or contracted by the Client should commence an action against BDI arising out of termination.
- 4.21. Any liability of BDI under or in connection with the Agreement in force from time to time is excluded except to the extent otherwise expressly provided for in the Agreement and except in case of gross negligence or wilful misconduct of BDI and its senior management.
- 4.22. The Client acknowledges that it (i) has decided and will decide on investments and undertakings relating to the Agreement in full knowledge of the possibility of incurring losses or damages as a result of the termination or expiration of the Agreement, and (ii) is prepared to accept the risk of incurring such

losses or damages. In particular, any decision to use sub-distributors, and/or use sales intermediaries, such as but not limited to commercial agents, for the distribution or sale of the products in the Territory belongs to the Client only and the Client undertakes and agrees that although it may have informed BDI of the use of such intermediaries and/or third parties. The Client remains and will remain at all times solely and exclusively responsible for any indemnities and/or severance payments of any nature that would be claimed by any such intermediary and/or more generally business partners of the Client involved in the distribution of the products within the Territory, whether during the performance of the Agreement or after its expiration or termination for any reason.

- 4.23. BDI shall be entitled to repossess any and all products and to enter the premises of the Client and to have access to any location where products may be stored – including locations which are owned by third parties – if (i) the Client is in default of its obligations under the Agreement or (ii) is or may be unable to provide payment in full or to perform any of its obligations under the Agreement or to provide adequate security covering the Client's obligations thereunder.
- 4.24. The Client is obliged to among other things,
- a. store the products separately from third party goods,
 - b. maintain the products in satisfactory condition,
 - c. immediately notify BDI if any of the products are seized, attached or otherwise encumbered by a third party and immediately notify such party of BDI's rights under its retention of title, and
 - d. fully cooperate with BDI, if BDI expresses its intention to repossess the products.
- The Client is not entitled to grant a charge or other security over the products or to encumber the products in any way without the express written permission of BDI.
- 4.25. The Client must, at all times, comply with the Selective Retailer Policy or as otherwise may be referred to the NEON Distribution Policy, ("Selective Retailer Policy"), which may be requested from BDI from time to time. The Client must keep complete and accurate accounts and records from which the satisfaction of all its obligations to comply with this policy to BDI's satisfaction may be verified by BDI.
- 4.26. Any products which present a defect in design, workmanship and materials shall be subject to the NIKE defects policies.
- 4.27. Should the Client have a valid right of recourse against BDI and/or NIKE under applicable mandatory law and submits a substantiated claim, any limitations on warranty and liability shall not apply.
- 4.28. The Client acknowledges NIKE's (or NIKE's affiliates) sole ownership of and exclusive right, title and interest in and to all NIKE trademarks, service marks, product names, style names, trade dress, copyright, and product designs, including without limitation, the names and marks NIKE, the Swoosh Design, the NIKE Swoosh logo design, JUST DO IT, JORDAN, the Jumpman logo, and all other trademarks, product names, style names, service marks, trade dress, copyrights and product design owned by Nike or its affiliates ("NIKE trademarks").
- 4.29. The Client recognises that the NIKE trademarks possess substantial goodwill and agrees that it will not:
- a. use or display NIKE trademarks in a manner that would disparage or damage NIKE, the NIKE trademarks or the NIKE products;
 - b. represent or imply that it has any ownership in the NIKE trademarks;
 - c. attempt to license or sell the NIKE trademarks;
 - d. register or have registered in its own name or in the name of a third party any NIKE trademarks or similar rights in any way connected to the NIKE trademarks and/or to NIKE or its affiliates;
 - e. use the NIKE trademarks in any manner other than as expressly permitted under the terms of this Agreement;
 - f. make any modification to the products or their packaging;
 - g. make any modifications to the NIKE trademarks or any NIKE provided and approved materials;
 - h. use any marks confusingly similar to the NIKE trademarks or use the NIKE trademarks in combination or conjunction with other trademarks.
 - i. use any of the NIKE trademarks except precisely in the form in which it is registered or approved by NIKE;
 - j. use any of the NIKE trademarks as part of a business or trade name or domain name or URL or social media name/handle;
 - k. use any of the NIKE trademarks in any way that might prejudice the distinctiveness or validity of the Nike trademarks or the goodwill of NIKE and/or its affiliates therein, or authorize any third party to do the same;
 - l. use in connection with the products any trademarks other than the NIKE trademarks without

obtaining the prior written consent of NIKE;

- m. operate a web site that includes in its URL any NIKE Trademark, or any similar trademark or trade name that could be misleading to consumers;
- n. use any NIKE Trademark on a website without prior written approval from NIKE;
- o. use certain trademarked terms, as designated by NIKE, in metadata;
- p. purchase, bid for and/or broad match certain trademarked terms, if designated by NIKE, as internet search terms; or
- q. use, purchase, bid for and/or broad match any products as internet search terms in combination with the terms "discount", "cheap", or "sale" and/or any terms that are similar to these terms, or other terms designated by NIKE.
- r. All goodwill associated with Customer's use of the NIKE trademarks will inure to the benefit of and owned exclusively by NIKE.

4.30. All goodwill associated with the Client's use of the NIKE trademarks shall inure to the benefit of and owned exclusively by NIKE.

4.31. The Client shall comply with NIKE's latest trademark usage guidelines, which BDI may provide and circulate from time to time, as well as any other policies governing the use of (i) NIKE logos and other trademarks, and (ii) product and athlete images and other copyrighted materials.

4.32. All advertising and displays, whether print, in-store signage or displays, online media posts or other of the NIKE trademarks, NIKE products, NIKE athlete images and product descriptions will conform to the standards set by NIKE. Upon request by BDI, the Client shall submit to BDI, for its review, any public statements about NIKE or advertising materials bearing NIKE trademarks, Product images, athlete images, or Product descriptions. Such materials will be deemed rejected unless and until NIKE approves of the materials in writing, and the Client will not use the rejected materials. NIKE's quality standards will apply if the Client advertises, markets or promotes any Product through digital media, including online, social or mobile platforms.

4.33. NIKE keeps a library of digital assets ready for use in many forms of media. These assets may be made available by BDI, at its discretion, for the Client's use. The Client should contact BDI to learn more about NIKE's digital asset policy. If the Client's access to the library is approved, the library's assets are approved for the Client's limited use only on authorised website(s) or the Client's website or as otherwise set out in such written approval by NIKE. The Client will not scan, copy, display, distribute, revise or in any way use images directly from NIKE printed catalogs, NIKE websites or social media posts, NIKE brochures and/or print ads or anywhere else for any purpose.

4.34. The Client shall notify BDI in writing of any infringement or improper use of the NIKE trademarks that comes to its attention.

4.35. The Client acknowledges and agrees that the NIKE trademarks and the NIKE reputation for quality are extremely valuable to NIKE, and that neither BDI or NIKE authorise the Client to sell or otherwise distribute any damaged or defective product. Accordingly, the Client agrees that the product which may be damaged or defective, for any reason, will be, at BDI's discretion, either returned to BDI or disposed of according to BDI's instructions. BDI and its agents will have the right to witness such destruction.

4.36. In the event of any third-party claim against the Client for infringement of intellectual property rights arising directly from the use or sale of the products by the Client in accordance with the terms of the Agreement, BDI and/or NIKE may at its own expense conduct any ensuing litigation and all negotiations for a settlement of the claim. BDI and/or NIKE will bear the costs of any payment to be made in settlement or as a result of an award in a judgment against NIKE in the event of litigation. The foregoing is subject to the Client's full compliance with section 4.37 below.

4.37. The Client shall:

- a. give BDI prompt notice in writing of any such claim being made or action threatened or brought against it,
- b. take reasonable steps to mitigate any losses or damages incurred as a result of the claim,
- c. make no admission of liability or takes any other action in connection therewith, and
- d. at BDI and/or NIKE's expense, to the extent reasonable, give all reasonable information, cooperation and assistance to BDI and/or NIKE in relation to the handling of the claim.

In addition, if it is made a condition of any settlement made by BDI and/or NIKE, or judgment awarded against the Client, the Client will return or destroy, as applicable, all infringing products still under its control subject to a refund of any price already paid for such products.

4.38. Any modification of the product or its packaging by the Client that compromises the safety of the product or breaches any intellectual property rights of NIKE or other third parties is strictly forbidden, as set out in the Selective Distribution Policy. Where the Client acts in breach of this rule in a way that compromises the safety of the product, including by introducing materials to the product which are on NIKE's restricted substances list, the Client will be automatically liable – without further notice from BDI – for a penalty payment of EUR 20,000 per product affected, without prejudice to any of BDI's other rights under the Agreement, the Selective Distribution Policy and in law, including – but not limited to – the right to terminate the Agreement and/or the right to claim compensation for all damages suffered as a result of the breach by the Client of this section 4.38 and/or to claim specific performance in addition to the penalty.

4.39. The Client is required to acknowledge NIKE's sole ownership and exclusive rights to all NIKE trademarks, and shall abide by NIKE's trademark Use Policy, which may be requested from BDI from time to time.

CROCS

51. Crocs products may only be distributed in the following territories, which list may be updated from time to time at BDI's sole discretion, as per BDI's agreement with Crocs.
Morocco, Algeria, Tunisia and Libya.
52. Any reference to the 'Agreement' shall refer to the Wholesale Terms and Conditions set by BDI.
53. Multi-Brand stores shall refer to the retail stores situated in the Territory that are operated by the Client which is approved by BDI.
54. E-tail Account shall refer to any multi-branded website targeting or serving the Territory that is operated by Multi- Brand Stores or the Client or an approved third party. They may only include E-Tail Only Accounts which have an online presence only and do not support the business of a Multi-Brand Store.
55. Crocs Marketing Materials shall refer to all text, images, and video relating to the Crocs brand, products, and the trademarks and all other materials for the advertising, promotion, marketing, distribution, or sale of products that are made available to the Client hereunder from time to time, including all instructions related thereto.
56. Crocs Rights shall refer to all patents, copyrights, trademarks (including the trademarks), design rights, trade secrets and all other rights in intangibles, and all applications, renewals, extensions and other expressions of any of the foregoing and any other proprietary or intellectual property rights, and all associated goodwill, in and to the products and the Crocs Marketing Materials
57. The Client may not advertise, offer, distribute or sell products through the internet or any other online medium using the term 'Crocs' or the name of Crocs in any Crocs' affiliate, any trademark of Crocs, or any part or version thereof, or any confusingly similar name or term, as part of a domain name or otherwise; or on any site exclusively selling the products; without the prior written approval of Crocs and without a separate written agreement regarding same. Any E-tail Account owned or operated by the Client, or its Multi-Brand Stores must be approved and managed by the Client in accordance with the Retail Sales Standards set forth in section 5.11. Any E-Tail Only Account must be pre-approved by BDI and abide by the standards as set forth in section 5.11.
58. To the extent permitted by law, the Client may not market, offer, distribute, or sell products outside the Territory or to any person or entity other than the Wholesale Accounts in the Territory nor allow any third party to do so. At all times, it shall be the Client's sole responsibility to ensure that the products remain in the Territory and a failure to do so shall be a material breach of the Client's obligations hereunder entitling BDI to terminate the Agreement with immediate effect. BDI may at all times request the Client to provide written evidence that products delivered to customers, sales intermediaries, etc were imported into the Territory and/or remained within the Territory.
59. The Client its affiliates or subsidiary companies may not promote, offer, distribute, sell, display or otherwise deal with any product that attempts to "knock off", imitate or is otherwise similar enough to the products, or use any marketing materials that may cause a likelihood of confusion in the consumers' mind or that otherwise infringes the Crocs Rights. The Client acknowledges and understands that infringement of the Crocs Rights would be a material breach of the Agreement that would entitle BDI to terminate the Agreement immediately, in addition to any other remedies available to BDI and under the law.
- 5.10. The Client shall:
- purchase products solely from BDI or its designated supplier;
 - promote, distribute and sell the products only to Multi-brand stores and E-tail accounts as defined above;
 - ensure that its Multi-brand stores and E-tail accounts, and/or those which it supplies are compliance with the Retail Sales Standards provided for in section 5.11 below;
 - process all orders, carry out all shipments of products in a timely manner, and respond promptly to inquiries, including complaints; and
 - maintain adequate distribution and transportation facilities/network that are in line with industry standards.
- 5.11. The Client and if applicable its multi-brand stores and E-tail accounts shall abide by the following guidelines

to ensure compliance with the below Retail Sales Standards as applicable:

a. Multi-Brand Stores

- i. Multi-Brand Stores may in no event present itself or its store(s) as a monobrand Crocs retailer. Multi-Brand Stores must promote, offer, and sell at its store(s) third-party products in addition to the products.
- ii. The interior fixtures, decoration, and overall interior and exterior image of Multi-Brand Stores, including products and services offered, shall be of high quality and good taste and decor, consistent with acceptable commercial standards.
- iii. Multi-Brand Store shall only use approved materials made available from BDI for the advertising, promoting, marketing, and sales of the products and such use shall cease when the Agreement with BDI for the sale of the products ceases. Multi-Brand Store shall not display any goods other than the products in conjunction with Crocs Marketing Materials. All methods of advertising, marketing, or promoting the products used by Multi-Brand Store must at all times be truthful and comply with all applicable laws and regulations. In no event may Multi-Brand Store advertise in such a way as to diminish the image or reputation of the products or the Crocs brand.
- iv. Multi-Brand Store must display an accurate, up-to-date line of products, and related Crocs Marketing Materials.
- v. Multi-Brand Store may not use any Crocs Trademark or any name or symbol similar thereto in the name of any Multi-Brand Store business name or store-front.
- vi. The products may not be sold by Multi-Brand Stores to any other entity or person for resale. Without limiting the foregoing, no products may be diverted to any swap meet, flea market, outlet mall, or online bidding or auction sites such as eBay, Overstock.com, or any third-party online store such as Amazon.com, etc. for resale or exhibition. Further, no products may be sold by Multi-Brand Store to any individual or entity that Multi-Brand Store may reasonably believe has the intention of reselling the products.
- vii. Multi-Brand Store may not sell or display any product that attempts to "knock off," imitate, or is otherwise similar enough to the products that there may be likelihood of confusion in the consumer's mind, nor any products that otherwise infringe the Crocs Rights.
- viii. Any sales of the products by Multi-Brand Store through mail order, internet or any other electronic media shall follow the E-Tail Account guidelines listed in point b.

b. E-Tail Accounts

- i. The E-Tail Account must be used to actively sell a variety of products, including but not limited to the products; for the avoidance of doubt, the E-Tail Account shall not exclusively sell the products.
- ii. E-Tail Account shall only use approved, current materials made available from BDI for the advertising, promoting, marketing, and sales of the products and such use shall cease when its agreement with the Client for the sale of the products ceases. E-Tail Account shall not display any goods other than the products in conjunction with Crocs Marketing Materials. All methods of advertising, marketing, or promoting the products used by E-Tail Account must at all times be truthful and comply with all applicable laws and regulations. All Product names shall be used as provided by Crocs and may not be changed in any way except as to provide a direct translation. Direct translations are not always permitted; please refer to Crocs Marketing Materials for more information. In no event may E-Tail Account advertise in such a way as to diminish the image or reputation of the products or the Crocs brand. E-Tail Account must follow Crocs Brand Guidelines.
- iii. The E-Tail Account must display an accurate, up-to-date line of products, and related Crocs-approved trademarks, images and text.
- iv. E-Tail Account may not use the term "Crocs," the name of Crocs or any Crocs' affiliate, any trademark of Crocs, or any part or version thereof, or any confusingly similar name or term, as part of the domain name(s) for the E-Tail Account or as any part of the E-Tail Account title.
- v. E-Tail Account may not sell or display any product that attempts to "knock off," imitate, or is otherwise similar enough to the products that there may be likelihood of confusion in the consumer's mind, nor any products that otherwise infringe the Crocs Rights.
- vi. E-Tail Account must only sell and ship within the defined Territory, as provided for in the Agreement.
- vii. At the discretion of the Client, E-Tail Account may bid on Crocs search terms including but not limited to the CROCS name, or any part or version thereof, any Crocs trademark or Crocs product name as search terms in connection with the sale of the products on any ecommerce platform within the Territory only. At the discretion of the Client, E-Tail Account may use "CROCS" within their search ad copy within the Territory only.

- 5.12. BDI shall oblige the Client and underlying Multi-Brand Stores and E-Tail Accounts, to immediately cease all use of Crocs Marketing Materials upon termination of the Agreement. BDI reserves the right to request that the Client remedies any failure to abide by the above Retail Sales Standards and may require, in its discretion, terminate the Agreement if such failures are not remedied.
- 5.13. The Client is obliged to follow Crocs' Global Directed Assortment as communicated by BDI per season, and include products that are in season, unless expressly approved by BDI (products in season shall be determined by BDI from time to time with respect to each season). The Client shall comply with any restrictions related to product launch dates as communicated by BDI. The Client's inventory of products and any storage facilities may not be aged more than twelve (12) months.
- 5.14. BDI reserves the right to determine what products will be made available to the Client, in accordance with Crocs' then current key brand and product initiatives. The Client must purchase the then current Global Directed Assortment of products which shall refer to the subset of Crocs' regional product line offered by BDI to the Client for a given Season and Licenced Channel, as selected by Crocs in its discretion. The cost for any wholesale fixtures shall be borne by the Client.
- 5.15. The Client may use the Crocs Rights and Crocs Marketing Materials solely in connection with the sale, distribution, promotion, and advertising of the products in the Territory in accordance with the terms hereof, including the packaging, labels, and other marketing and promotional materials Crocs developed for use with the products. The Client's use of the Crocs Rights and Crocs Marketing Materials and the Client's marketing and sale of products must comply with Crocs' Brand Guidelines (the "Brand Guidelines" which can currently be found on Crocs marketing asset brand portal: <https://demandwarecrocs.brand-portal.adobe.com> or as otherwise communicated by BDI). BDI may inspect the activities of the Client in order to ensure that the Client's use of the Crocs Rights and Crocs Marketing Materials complies with the Brand Guidelines. Specifically, the Client agrees to only use current Crocs Marketing Materials and to remove old Crocs Marketing Materials and Advertisements (as defined below) when new materials are made available, or as instructed by BDI. The Client agrees to defend and indemnify BDI and Crocs from any liabilities that may result from the Client's breach of sections relating to trademarks.
- 5.16. BDI will make available to the Client the Crocs Marketing Materials. The Client must obtain BDI's prior written approval of all of its proposed advertising, marketing, and promotional materials (in whatever format) including but not limited to loyalty programs, bearing the trademarks or images of products or that the Client proposes to otherwise use in connection with the promotion, distribution, and sale of products (collectively, "Advertisement(s)"). The Client must submit to Crocs a request for approval of each Advertisement at least forty (40) days prior to the date of the intended use. The Client may not use any Advertisement prior to obtaining BDI's approval thereof. The Client may display and use the Crocs Marketing Materials only in the form and manner expressly approved by BDI. The Client will not attach any other trademarks, logos, symbols, names, or trade names to products or remove, alter, or obscure any trademarks or other notices affixed to products by or on behalf of Crocs. The Client may not misrepresent the characteristics, qualities, or nature of products. All statements, representations, and advertisements the Client publishes concerning Crocs and/or the products must be truthful and not misleading and in compliance with the terms of the Agreement. The Client's right to use the trademarks and Crocs Marketing Materials shall continue only so long as such use complies with Crocs Brand Guidelines, and such right shall terminate upon termination or expiration of the Agreement.
- 5.17. The Client may create a webpage branded with the trademarks containing information on the products, the Client's sales locations, and the like ("Informational Site"), upon having prior approval from BDI. This Informational Site is intended for informational purposes only and may not be used to sell the Product to third parties. Any websites created with the intention of actually marketing and selling the Product, must comply with the approval process as defined in section 5.8. The Informational Site shall follow the guidelines for Advertisements as defined in section 5.15 above including but not limited to approval requirements, Trademark use, and truthful representation. The Informational Site shall also follow the guidelines related to E-Tail Accounts (section 5.11.b) as applicable to advertising, promoting, and marketing the products (not sale).
- 5.18. The Client acknowledges that certain Crocs Marketing Materials contain images or copy that is licensed to Crocs by third parties and is governed by separate use agreements ("Licensed Marketing Assets"). BDI may provide deadlines for removal of Licensed Marketing Assets but reserves the right to request that the Client remove or modify any Licensed Marketing Assets immediately upon notification, and the Client

hereby agrees to comply with the same.

- 5.19. The Agreement does not convey, assign, or transfer to the Client any right, title, or interest, express or implied, in or to any of Crocs Rights, all of which remain Crocs' and/or its affiliates' exclusive property. BDI gives no warranty, either express or implied, with respect to the validity of the Crocs Rights. All use of the trademarks and the other Crocs Rights by the Client shall inure to the benefit of Crocs and its affiliates. The Client may not use any of the trademarks or portions thereof (or substantially similar names, words or symbols) as part of the Client's corporate or trade name or permit any third party to do so without the prior written consent of Crocs. If the Client acquires any right, title, or interest in or to the Crocs Rights or any part or derivative thereof, the Client agrees to assign and hereby assigns such to BDI and/or Crocs and its affiliates (as applicable). At BDI's and/or Crocs' request, the Client will take all actions and execute and deliver to BDI and/or Crocs all documents that are necessary to secure or preserve BDI's and/or Crocs' or its affiliates' rights in the Crocs Rights. The Client will not take or encourage any action, during or after the Term, that will in any way impair the rights of BDI and/or Crocs or its affiliates in and to the Crocs Rights, including, without limitation: (i) contesting the validity or ownership of the Crocs Rights, or (ii) registering (or attempting to register) with any governmental or other agency the trademarks or any other Crocs Rights including domain names containing the trademarks or registering, using, or encouraging the registration or use of, any name, word, symbol, mark, or logo or any design right, copyright, or patent similar thereto. This section 5.19 shall survive the termination of the Agreement.
- 5.20. The Client may not create any social media pages or sites using the trademarks (or substantially similar names, words or symbols) and may not otherwise use any social media, including but not limited to Facebook, Twitter, Instagram, Pinterest, blogging, etc., in connection with the Client's activities under the Agreement.
- 5.21. If the Client becomes aware of any infringement or alleged infringement of the Crocs Rights by any third party, the Client shall immediately notify BDI thereof in writing at and provide all relevant details known to the Client. The Client will not take any action against the (alleged) infringer without BDI's and/or Crocs's prior written consent. It shall be within BDI's and/or Crocs's discretion whether to take legal action against such (alleged) infringer(s). If BDI and/or Crocs decides to pursue legal action, BDI and/or Crocs (or its affiliates) will control all proceedings relating to the Crocs Rights and will at its sole discretion decide what action, if any, to take in respect of any alleged infringement of or by the Crocs Rights or passing-off or any other claim brought or threatened in respect of the use or registration of the Crocs Rights. The Client will, at the request of BDI and/or Crocs, cooperate fully with BDI and/or Crocs and/or its affiliates (as applicable) in any such action or proceedings brought or threatened in respect of the use of the Crocs Rights by the Client.
- 5.22. The Client will ensure that the nature and quality of all of the Client's services rendered in connection with the promotion, distribution and sale of products, including without limitation, advertising, promotional, or other uses of the trademarks, conforms to Crocs' commercial quality standards and is in full compliance with all applicable laws and regulations. The Client will participate, at its own expense, in all customer survey programs that BDI and/or Crocs may organise from time to time, including without limitation, mystery shopper and customer relationship management programs.
- 5.23. BDI and/or Crocs may, at all reasonable times, inspect the manner in which the Client uses the trademarks and the other Crocs Rights, either by personal visit by BDI or its designee to the Client or by written request for information or samples (which information and samples will be provided by the Client to BDI). The Client agrees to fully and promptly cooperate with such inspections and requests.
- 5.24. The Client may not return any products for any reason unless it obtains prior authorisation from BDI, and all products or containers so returned have been marked with a return authorisation number supplied by BDI. If not specified by BDI, the Client will ship Product returns via a traceable form such as Federal Express (or other international commercial courier) or insured international mail. The Client will maintain all returned products in their original packaging and in resalable condition. Unless otherwise agreed, the Client is responsible for return shipping charges and any other expenses associated with the Product return.
- 5.25. The Client shall be subject to Crocs' Standard Terms and Conditions.
- 5.26. The Client agrees and certifies that the Client and its affiliates, owners, directors, officers, and employees have not and will not, at any time, directly or indirectly, pay, offer, promise, or authorize another to

provide money, a benefit, gift, or anything else of value to any (i) officer, employee, or agent of any Government Entity, public international organization, or political party; (ii) any other person acting in an official capacity on behalf of any Government Entity, public international organization, or political party; (iii) a candidate for political office; or (iv) a member of a royal family ("Government Official") or to any person while knowing or having reason to know that all or a portion of such money or thing will be offered, given or promised, directly or indirectly, to any Government Official, for the improper purpose of obtaining, retaining or directing any business, or securing any other business or regulatory advantage. As used herein, "Governmental Entity" means any (1) nation, state, commonwealth, province, territory, county, municipality, district, or other jurisdiction of any nature, or any political subdivision thereof, (2) federal, state, central, provincial, local, municipal, foreign, or other government, (3) any national or supranational body, court, tribunal, or any Person or body exercising executive, legislative, judicial, regulatory, or administrative functions on behalf of any entity described in the foregoing clauses (1) or (2) (including any governmental division, department, administration, agency, bureau, commission, instrumentality, office, official, organization, regulatory body, or other entity and any court, arbitrator, or other tribunal), or (4) any state-owned instrumentality that is either in whole or in part funded or controlled by any government or any subdivision thereof, including any military organization or commissary.

- 5.27. Without limiting the generality of the foregoing, the Client represents and covenants that the Client and its affiliates, owners, directors, officers, and employees have complied prior to the Effective Date, are in compliance as of the Effective Date and will comply during the Term with U.S. and any other applicable anti-corruption, anti-bribery, anti-kickback, or similar laws, including, without limitation, the U.S. Foreign Corrupt Practices Act, U.S. Travel Act, and UK Bribery Act ("Anti-Corruption Laws").
- 5.28. The Client represents, warrants, and covenants that the Client and its affiliates and their respective owners, officers, and directors comply with, and during the term of the Agreement will comply with, all Anti-Terrorism Laws. In connection with such compliance, if the Client or any one of its affiliates, or their respective owners, directors, or officers is in breach of any Anti-Terrorism Laws or is named on any of the Lists, and being so named is not by virtue of a demonstrable error, then the Client must take immediate steps to become compliant, including so that the person named on the Lists ceases to be an affiliate, owner, director, or officer. As used herein, the term "Anti-Terrorism Laws" means Executive Order 13224 (and all other executive orders relating to anti-terrorism or anti-corruption) issued by the President of the United States as of September 23, 2001 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism (as amended); the Global Terrorism Sanctions Regulations (31 C.F.R. Part 594); the Terrorism Sanctions Regulations (31 C.F.R. Part 595); the Terrorism List Governments Sanctions Regulations (31 C.F.R. Part 596); the Foreign Terrorist Organizations Sanctions Regulations (31 C.F.R. Part 597); and the Foreign Narcotics Kingpin Sanctions Regulations (31 C.F.R. Part 598); The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 (as amended, commonly known as the USA PATRIOT Act); The Money Laundering Control Act of 1986, Public Law 99-570; and any similar law enacted in the United States of America, the U.S. Travel Act, the UK Bribery Act, and all other present and future U.S. or foreign laws, ordinances, regulations, policies, lists, and any other requirements addressing or in any way relating to terrorist acts and/or acts of war. Also as used herein, the term "Lists" means those lists prepared by the U.S. government against whom U.S. parties are prohibited from doing business, including without limitation, the SDN List; Executive Order 13324 (see <http://www.treasury.gov/offices/enforcement/ofac/programs/terror/terror.pdf>); Executive Order 13382 (see <http://www.state.gov/t/isn/c22080.htm>); and Executive Order 12938 (see <http://www.state.gov/t/isn/c15233.htm>).

CONVERSE

- 6.1. Converse products may only be distributed in the following territories may be updated from time to time at BDI's sole discretion, as per BDI's agreement with the Converse.
Morocco, Algeria, Tunisia, Libya, Nigeria, Ivory Coast, Senegal, Ghana, Congo, Togo, Gabon, Cameroon and Sudan.
- Insofar as permitted by applicable law, including any applicable competition, anti-trust or similar laws, the Client must at all times ensure that its products are sold or supplied only to customers within the Territory, and in particular must not itself sell or supply products to any person outside the Territory, nor to any person who the Client should reasonably suspect may supply those products outside the Territory. The Client acknowledges that this obligation constitutes a material obligation under the Agreement. Furthermore, regardless of whether BDI chooses to exercise any of its rights of termination in respect of a breach of this section 6.1 the Client undertakes to fully compensate BDI who may suffer damage as a result of that breach.
- 6.2. Any reference to the 'Agreement' shall refer to the Wholesale Terms and Conditions set by BDI.
- 6.3. The Client shall use its best endeavours to promote, market, sell and if applicable sub-distribute the products in the Territory in accordance with the terms and conditions of the Agreement.
- 6.4. The Client shall not own or operate any Nike outlet within the Territory(s), as all mono-brand retail stores and multi-brand retail stores within the Territory shall be owned or operated by BDI.
- 6.5. Channels of Distribution shall refer to the specific markets or channels of trade in which the Client has the right, to sell the products, including, without limitation, to no less than high-end, better quality athletic footwear and sporting goods retailers and in specialty shops, department stores and boutiques which are consistent with the NIKE brand strategy and that will enhance the NIKE brand image. Additionally, catalogue sales, mail-order sales, online sales and direct response sales may be permitted with BDI's prior written approval on a case-by-case basis.
- 6.6. Corrective Action shall refer to any action, initiated by or at the request of BDI, intended to bring to an end an identified product non-compliance with the applicable legal and regulatory requirement.
- 6.7. Recalls shall refer to any Corrective Action aimed at achieving the return of a product that does not meet the definition of 'safe product' as described in clause 2(b) of Directive 2001/95/EC on general product safety ('Dangerous Product') that has already been supplied or made available to customers. Recalls shall be initiated by or at the request of BDI, or when ordered by a competent market surveillance authority.
- 6.8. Withdrawals shall refer to any Corrective Action aimed at preventing a product already in the supply chain from being further made available on the market and/or supplied to consumers.
- 6.9. The Client shall not, directly or indirectly:
- a. sell the products to anyone that the Client knows or reasonably should know, is selling, or is expected to sell: (i) counterfeited products bearing the trademarks, other Intellectual Property, or the intellectual property of any third party, or (ii) products that are otherwise infringing the Intellectual Property of Converse or its affiliates;
 - b. offer, sell, deliver or otherwise make available any products to any retailer or other third parties (including affiliates) located outside the Territory(s), to the extent permitted by applicable law;
 - c. offer, sell, deliver or otherwise make available any products to any person or entity that the Client knows or reasonably should know, intends to offer, sell or deliver such products to any third party or entity outside of the Territory;
 - d. use a business premises (e.g. branch office, distribution warehouse) or otherwise conduct business outside the Territory in connection with the distribution of products.
 - e. sell or distribute the products otherwise than at retail level without the prior express approval of BDI which approval may be withheld in BDI's sole discretion and if granted, may require the inclusion of additional terms, where such approval, where given, is:
 - i. without any prejudice to the Client's obligations and/or BDI's rights under the Agreement and the applicable law, and the Client is responsible for ensuring that such non-retail clients are fully aware of and contractually bound by substantially the same obligations as imposed to the Client in and under the Agreement;
 - ii. subject to client enforcing any such non-retail clients compliance with the Client's obligations

hereunder,

including, but not limited to, assuming responsibility for a breach by them of any of the Client's obligations hereunder. The Client shall take immediate legal or other action against such parties upon first request by Converse in line with Converse's instructions;

- iii. subject to Client being responsible to ensure that such non-retail clients only sell or distribute the products themselves and that the Client is responsible and liable for ensuring that its sales intermediaries are contractually bound to, and the Client will not delegate, assign, redirect or otherwise subcontract or transfer the right to sell or distribute the products to third parties;
 - iv. the Client shall follow all BDI's instructions with regards to the Client's relationships, to be followed at all times, also if the Agreement has ended or terminated or if the relationship with the sub-distributor has been terminated;
 - v. The Client indemnifies and holds harmless BDI and Converse for any claims, actions, damages from the Client or sales intermediaries including but not limited to goodwill, severance, loss of profits and other damages whether known or unknown, and the Client cannot claim the same from BDI or Converse.
- f. obtain the products from any person, firm or company other than BDI;
 - g. do anything that in BDI's opinion may bring BDI, or Converse into disrepute or damage BDI and/or Converse's business in any way (e.g. such as associating the products with weapons, violence, drug or alcohol use, political parties or sexual activity, among others); or
 - h. sell and/or distribute the products to customers through various channels, including the Client's premises, online platforms, retail outlets, or any other approved format, excluding sales to the Client's staff or its affiliate's staff.
- 6.10. If BDI determines that an account to whom the Client sold or distributed products is selling such products in any way that diminishes or impairs the goodwill, image or the prestige of BDI and/or Converse, the products, or the Intellectual Property, then the Client shall discontinue selling to such account within fifteen (15) days after receipt of written request from BDI. At such time as BDI may request, the Client shall promptly send to BDI in the form and manner requested by BDI, a list of all current accounts for all products.
- 6.11. The Client shall act with due care to help ensuring compliance of the products with the applicable legal and regulatory requirements. The client shall inform BDI without undue delay, and in any event within twenty-four (24) hours, if it becomes aware that a given product infringes the applicable legal and regulatory requirements, and/or is dangerous for the health and safety of consumers. The Client shall not on its own initiative (directly nor indirectly) without the prior written consent of BDI:
- a. take any Corrective Action, and/or
 - b. initiate a withdrawal or recall, and/or
 - c. contact formally or informally any authority.
- 6.12. The Client shall inform BDI without undue delay, and in any event within twenty-four (24) hours, if a market surveillance action is initiated by a competent authority targeting the products. In the event of market surveillance action, the Client shall act with due care to ensure the timely exchanges with the competent authorities and the compliance with the applicable legal and regulatory deadlines. The Client shall comply to the fullest extent possible with all the instructions and directions provided by BDI when a Corrective Action (including a Withdrawal and/or Recall) is being implemented, be it on BDI's own initiative or when ordered by a market surveillance authority.
- 6.13. The Client shall comply with the following laws and regulations:
- a. Ethical Conduct of Business in Compliance with Applicable Law and NIKE Policy.
- The Client shall at all times conduct its business in an ethical manner in compliance with all applicable law and regulations (including, without limitation, all laws and regulations relating to competition, privacy, product and consumer safety, environmental compliance, labor, wages, and worker health and safety) and with Converse corporate policies which may be requested from BDI from time to time.
- The Client agrees that it will not take any action or require any representations from BDI and/or Converse that will cause BDI and/or Converse to violate the U.S. Anti-Boycott Regulations, 15 C.F.R. Part 760.
- The Client and its representatives, officers, directors, employees, agents, and any other person acting on its or their behalf (collectively, "Related Parties") and its affiliates have complied, and will comply, with all applicable laws regarding (1) anti-corruption and anti-bribery, including the U.S. Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et. seq.; the UK Bribery Act 2010, and any other laws relating to bribery and corruption of each country applicable to the parties or the activities²⁸ under the Agreement (collectively, "ABAC Laws"); and (2)

all applicable export control and sanctions laws and regulations of the United States, the European Union and the Territory(s), including importation, exportation, and trade laws, the requirement for obtaining licensing or other prior approval for sale or other transfers, if applicable (collectively, "Trade Laws").

b. Anti-Bribery and Anti-Corruption Laws.

The Client acknowledges and understands that BDI and Converse are subject to laws in many countries prohibiting the offering or paying any bribe or giving gifts or hospitality to anyone for the purpose of obtaining improper business advantage. The Client understands that many of these laws apply regardless of where the activity occurs. In compliance with ABAC Laws, the Client and its Related Parties have not offered, paid, promised, requested, authorized, or accepted, and will not offer, pay, promise, request, authorize, or accept, directly or indirectly, any bribe, kickback, or other improper benefit or thing of value to or from any third-party, including a public official, in connection with the Agreement (i) to improperly obtain a business advantage or to obtain or retain business; (ii) to induce the person to perform any function or activity improperly, or to provide a reward for doing so; (iii) to corruptly influence, directly or indirectly, any act or decision of any person referred to above; or (iv) if the payment would otherwise violate, or cause BDI or its affiliates to violate ABAC Laws.

c. Licenses and Pre-Approvals

In compliance with Trade Laws, the Client represents and warrants that the Client and its related parties have obtained or will obtain all licenses or other prior approvals necessary for carrying out the Agreement. With respect to countries or territories that are, or may become, a sanctioned country, the Client agrees that it (i) will not distribute products in such countries or territories, (ii) will not agree to sell products to customers that it knows, has reason to know, or suspects will distribute products in such countries or territories, and (iii) shall take reasonable steps to ensure that no products are distributed, either directly or indirectly, to such countries or territories. It is the Client's responsibility to monitor these countries or territories targeted by OFAC from time to time during the Term and to update its internal procedures accordingly to ensure compliance with this section 6.13. The Client shall establish effective denied party screening procedures (including Restricted Party Screening) and shall take reasonable steps to ensure that no products are distributed, either directly or indirectly, to customers or consumers that are, or become, sanctions targets. The Client shall immediately notify BDI if it or any of its customers is, or becomes, a sanctions target or if the Client's export privileges or those of any of its customers are otherwise denied, suspended or revoked in whole or in part by any governmental entity.

d. Additional Compliance Covenants and Undertakings

The Client has undertaken and will undertake reasonable measures to ensure compliance with the provisions of this section 6.13 by the Client, its Related Parties, and customers, including adopting effective ABAC and Trade compliance programs and conducting training of its Related Parties, including but not limited to its officers and directors, at least once annually. The Client, its Related Parties and customers shall cooperate with BDI in conducting any due diligence such as investigating any allegations of non-compliance with ABAC and Trade Laws, including reviewing any relevant records of any such affiliates, agents, or subcontractors.

The Client acknowledges that violations of ABAC Laws and Trade Laws by third parties including, affiliates, related parties, and customers, may result in legal liability for the Client, BDI and NIKE. In this regard, the Client shall conduct due diligence checks on all new and existing customers and receive from all new and existing customers (1) a duly executed Know Your Customer (KYC) form and (2) Compliance Certificate, which forms are to be requested from BDI. The Client shall renew the activities in this section for all existing customers on an annual basis and specifically for any new customers at the time of onboarding. The Client shall not place any order for products with Converse on behalf of any new or existing customer if (A) the customer has not duly completed and executed a KYC form and Compliance Certificate; or (B) the Client identifies the customer or sales intermediary or sub-distributor as a sanctions target. Upon written request from BDI, the Client will confirm that it has adequate controls to block the shipment of BDI product to Sanctioned Countries.

e. Notice to BDI of Any Violations.

Upon becoming aware of any actual or alleged violation of this section 6.13 or of any ABAC Laws or Trade Laws in connection with the Agreement, the Client shall give immediate written notice to BDI. To the extent permitted by law, the Client shall give written notice to BDI within three (3) working days of receiving any request for information from a third party, including any governmental authority, regarding the Client's compliance with ABAC or Trade Laws in connection with the Agreement and shall notify BDI within fifteen (15) working days prior to any communications by the Client with any third party, including any governmental authority, regarding the Client's, BDI's and/or Converse's compliance with ABAC or Trade Laws in connection

with the Agreement. The Client agrees to annually certify and agrees to procure that its Related Parties annually certify, in writing upon BDI's request that it is in compliance with this provision.

f. BDI's Audit Rights

In the event BDI or the Client becomes aware of any actual or alleged violation of this section 6.13 or any ABAC Laws or Trade Laws in connection with the Agreement, BDI or its representatives may, but is not obligated to, at any time, upon written notification, investigate or audit the Client's compliance with this Agreement and ABAC Laws or Trade Laws or require the Client to engage an independent entity to carry out such investigation or audit to BDI's satisfaction. The Client shall cooperate fully with any such investigation or audit and provide BDI or its representatives prompt certification of its continuing compliance with ABAC Laws and Trade Laws. Such cooperation shall include, without limitation, access to the records of the Client and its Related Parties, including accounting records, emails and information obtained through interviews of the Client's employees and Related Parties. BDI may, at its discretion and to the extent permitted by law, (i) withhold any payments due under the Agreement and (ii) prohibit the Client from doing business related to the Agreement with any Related Party, affiliate, or customer that is or may be involved with any actual or alleged violation until any such investigation is concluded and, to the extent applicable, the Client has implemented corrective measures agreed to in writing by BDI. In the event BDI determines or has reason to believe that the Client has failed to comply with or violated any of this section 6.13 or any applicable ABAC Law or Trade Law, BDI shall have the right to terminate the Agreement without prejudice to any of its rights under law, contract or equity, and Client agrees to indemnify BDI and/or Converse for any costs, damages, fines, penalties, forfeitures or fees related to any such investigation or violation.

g. Compliance Training

Upon request of BDI, the Client shall ensure that its Related Parties, affiliates, or customers complete any training required by BDI regarding applicable Converse policies.

h. Recordkeeping

The Client shall keep accurate and complete records of all payments made by the Client, or any of its affiliates, agents, and subcontractors and preserve such records for a period of at least six (6) years following termination of the Agreement. The Client and its Related Parties shall keep records relevant to or required for compliance with Trade Laws for a period of at least six (6) years, or longer as required by law, including, but not limited to, invoices, purchase orders, shipping records and accounting records.

i. Survival

This section 6.13 will survive termination of the Agreement.

- 6.14. The Client, its affiliates and customers shall be prohibited from offering, selling or delivering any products to any person or entity outside the Channels of Distribution within the Territory or to any person or entity that dealer knows, or in the exercise of reasonable judgment should know, intends to offer, sell, distribute, or deliver such products outside the Channels of Distribution within the Territory.
- 6.15. At BDI's request, the Client shall provide BDI with any information BDI may, in its sole discretion, find relevant with respect to the Client's communications with customers.
- 6.16. The Client shall use suitable and professional staff members for the distribution and/or sale of the products and execution of the Agreement. The Client shall, immediately after receiving a complaint from BDI regarding its organisation, the quality or service performance of its personnel or other performance issues, take appropriate action to improve the situation. The Client acknowledges that it is solely responsible for its business decisions, including but not limited to decisions to make certain investments and/or hire certain personnel, based on BDI's input. For the avoidance of doubt, nor BDI nor NIKE shall be liable for any damages suffered, costs incurred, claims of third parties (including but not limited to the Client's personnel) and or severance or similar payments payable by the Client in connection to the Client's business decisions.
- 6.17. The Client shall at its own discretion determine the prices at which and (except as otherwise specifically provided in this agreement) the terms and conditions on which it sells the products. Without any prejudice to the foregoing, BDI may make available to the Client the recommended resale and/or recommended retail prices of the products applicable in the Territory. For clarity's sake, the Client, its affiliates and its customers are free to determine their own selling prices in their sole discretion.

- 6.18. The Client shall not:
- a. make any modification to the products or their packaging;
 - b. use any of Converse's Intellectual Property in conjunction with any other trademark or for any other use other than in conjunction with its rights under the Agreement. For the avoidance of doubt, promotion within any retail environments that are permitted by the Agreement or any other agreement where other brands are separately promoted is allowed to the extent this is consistent with the spirit of this clause 4.20 and in accordance with any Converse rules on the subject as communicated to the Client from time to time. In the event of any doubt, the Client shall ask BDI's prior consent. BDI shall at all times have the right to inform the Client that certain promotion is not allowed, in which event the Client shall cease such promotion immediately;
 - c. use any of the trademarks except precisely in the form in which it is approved by BDI;
 - d. use any of the trademarks as part of a business or trade name or in the conduct of any portion of the Client's business;
 - e. during the Term and at any time thereafter, use or register any trademarks, trade names or trade dress that are confusingly similar to any of the trademarks;
 - f. use any of the trademarks in any way that might prejudice the distinctiveness or validity of the goodwill of BDI, Converse and/or the Converse affiliates therein, or authorise any third party to do the same;
 - g. use any trademarks other than the trademarks in connection with the products without obtaining the prior written consent of BDI; or
 - h. use any Trademark on a web site without prior written approval from BDI.
- 6.19. The Client shall indemnify, hold harmless and defend BDI and/or Converse (including their directors, employees and other third parties engaged by BDI) from and against all liability, loss, cost, damage and expense (including all legal fees and court costs) incurred or sustained by reason of/arising from any breach by the Client of any provision of the Agreement, or by actions or omissions of the Client its employees, landlords, or affiliates and other parties engaged or contracted with by the Client (including but not limited to sub-distributors or sales intermediaries such as but not limited to agents), or any order for the products.
- 6.20. The Client further agrees to defend and indemnify BDI and/or Converse in the event that any of the Client's employees, landlords or affiliates, sub-distributors independent sales intermediaries such as agents, vendors or any other third parties engaged or contracted with by the Client should commence an action against BDI and/or Converse arising out of termination.
- 6.21. Any liability of BDI under or in connection with the Agreement and/or in the sales conditions of BDI in force from time to time is excluded except to the extent otherwise expressly provided for in the Agreement and except in case of gross negligence or wilful misconduct of BDI and its senior management.
- 6.22. The Client acknowledges that it (i) has decided and will decide on investments and undertakings relating to the Agreement in full knowledge of the possibility of incurring losses or damages as a result of the termination or expiration of the Agreement, and (ii) is prepared to accept the risk of incurring such losses or damages. In particular, any decision to use sub-distributors, and/or use sales intermediaries, such as but not limited to commercial agents, for the distribution or sale of the products in the Territory belongs to the Client only and the Client undertakes and agrees that although it may have informed BDI of the use of such intermediaries and/or third parties. The Client remains and will remain at all times solely and exclusively responsible for any indemnities and/or severance payments of any nature that would be claimed by any such intermediary and/or more generally business partners of the Client involved in the distribution of the products within the Territory, whether during the performance of the Agreement or after its expiration or termination for any reason.
- 6.23. BDI shall be entitled to repossess any and all products and to enter the premises of the Client and to have access to any location where products may be stored – including locations which are owned by third parties – if (i) the Client is in default of its obligations under the Agreement or (ii) is or may be unable to provide payment in full or to perform any of its obligations under the Agreement or to provide adequate security covering the Client's obligations thereunder.
- 6.24. The Client is obliged to among other things, (a) store the products separately from third party goods, (b) maintain the products in satisfactory condition, (c) immediately notify BDI if any of the products are seized, attached or otherwise encumbered by a third party and immediately notify such party of BDI's rights under its retention of title, and (d) fully cooperate with BDI, if BDI expresses its intention to repossess the products. The Client is not entitled to grant a charge or other security over the products or to encumber the products in any way without the express written permission of BDI.

- 6.25. The Client must, at all times, comply with the Selective Retailer Policy or as otherwise may be referred to as the NEON Distribution Policy ("Selective Retailer Policy") which may be requested from BDI from time to time. The Client must keep complete and accurate accounts and records from which the satisfaction of all its obligations to comply with this policy to BDI's satisfaction may be verified by BDI.
- 6.26. Any products which present a defect in design, workmanship and materials shall be subject to the Converse defects policies.
- 6.27. Should the Client have a valid right of recourse against BDI and/or Converse under applicable mandatory law and submits a substantiated claim, any limitations on warranty and liability shall not apply.
- 6.28. The Client acknowledges Converse's (or Converse's affiliates) sole ownership of and exclusive right, title and interest in and to all Converse trademarks, service marks, product names, style names, trade dress, copyright, and product designs, including without limitation, the names and marks Converse, ALL STAR, Converse Mark and Converse All Star Logo and all other trademarks, product names, style names, service marks, trade dress, copyrights and product design owned by Nike or its affiliates ("Converse trademarks")
- 6.29. The Client recognises that the Converse trademarks possess substantial goodwill and agrees that it will not:
- a. use or display Converse trademarks in a manner that would disparage or damage Converse, the Converse trademarks or the Converse products;
 - b. represent or imply that it has any ownership in the Converse trademarks;
 - c. attempt to license or sell the Converse trademarks;
 - d. register or have registered in its own name or in the name of a third party any Converse trademarks or similar rights in any way connected to the Converse trademarks and/or to Converse or its affiliates;
 - e. use the Converse trademarks in any manner other than as expressly permitted under the terms of this Agreement;
 - f. make any modification to the products or their packaging;
 - g. make any modifications to the Converse trademarks or any Converse provided and approved materials;
 - h. use any marks confusingly similar to the Converse trademarks or use the Converse trademarks in combination or conjunction with other trademarks.
 - i. use any of the Converse trademarks except precisely in the form in which it is registered or approved by Converse;
 - j. use any of the Converse trademarks as part of a business or trade name or domain name or URL or social media name/handle;
 - k. use any of the Converse trademarks in any way that might prejudice the distinctiveness or validity of the Converse trademarks or the goodwill of Converse and/or its affiliates therein, or authorize any third party to do the same;
 - l. use in connection with the products any trademarks other than the Converse trademarks without obtaining the prior written consent of Converse;
 - m. operate a web site that includes in its URL any Converse Trademark, or any similar trademark or trade name that could be misleading to consumers;
 - n. use any Converse Trademark on a website without prior written approval from BDI;
 - o. use certain trademarked terms, as designated by BDI, in metadata;
 - p. purchase, bid for and/or broad match certain trademarked terms, if designated by Converse, as internet search terms; or
 - q. use, purchase, bid for and/or broad match any products as internet search terms in combination with the terms "discount", "cheap", or "sale" and/or any terms that are similar to these terms, or other terms designated by Converse.
- 6.30. All goodwill associated with the Client's use of the Converse trademarks will inure to the benefit of and owned exclusively by Converse.
- 6.31. The Client shall comply with Converse's latest trademark usage guidelines, which BDI may provide and circulate from time to time, as well as any other policies governing the use of (i) Converse logos and other trademarks, and (ii) product and athlete images and other copyrighted materials.
- 6.32. All advertising and displays, whether print, in-store signage or displays, online media posts or other of the Converse trademarks, Converse products, Converse athlete images and Product descriptions will conform to the standards set by Converse and enforced by Converse. Upon request by BDI, the Client shall submit to BDI, for its review, any public statements about Converse or advertising materials bearing Converse

trademarks, Product images, athlete images, or Product descriptions. Such materials will be deemed rejected unless and until BDI approves of the materials in writing, and the Client will not use the rejected materials. Converse's quality standards will apply if the Client advertises, markets or promotes any Product through digital media, including online, social or mobile platforms.

- 6.33. Converse keeps a library of digital assets ready for use in many forms of media. These assets may be made available by BDI, at its discretion, for the Client's use. The Client should contact BDI to learn more about Converse's digital asset policy. If the Client's access to the library is approved, the library's assets are approved for the Client's limited use only on authorised website(s) or the Client's website or as otherwise set out in such written approval by Converse.
- The Client will not scan, copy, display, distribute, revise or in any way use images directly from Converse printed catalogues, Converse websites or social media posts, Converse brochures and/or print ads or anywhere else for any purpose.
- 6.34. The Client shall notify BDI in writing of any infringement or improper use of the Converse trademarks that comes to its attention.
- 6.35. The Client acknowledges and agrees that the Converse trademarks and the Converse reputation for quality are extremely valuable to converse, and that neither BDI or Converse does not authorise the Client to sell or otherwise distribute any damaged or defective Product. Accordingly, the Client agrees that the product which may be damaged or defective, for any reason, will be, at BDI's discretion, either returned to BDI or disposed of according to BDI's instructions. BDI and its agents will have the right to witness such destruction.
- 6.36. In the event of any third-party claim against the Client for infringement of intellectual property rights arising directly from the use or sale of the products by the Client in accordance with the terms of the Agreement, BDI and/or Converse may at its own expense conduct any ensuing litigation and all negotiations for a settlement of the claim.
- BDI and/or Converse will bear the costs of any payment to be made in settlement or as a result of an award in a judgment against Converse in the event of litigation. The foregoing is subject to the Client's full compliance with section 6.37 below.
- 6.37. The Client shall:
- a. give BDI prompt notice in writing of any such claim being made or action threatened or brought against it,
 - b. take reasonable steps to mitigate any losses or damages incurred as a result of the claim,
 - c. make no admission of liability or takes any other action in connection therewith, and
 - d. at BDI's and/or Converse's expense, to the extent reasonable, give all reasonable information, cooperation and assistance to BDI in relation to the handling of the claim.
 - e. In addition, if it is made a condition of any settlement made by BDI and/or Converse, or judgment awarded against the Client, the Client will return or destroy, as applicable, all infringing products still under its control subject to a refund by BDI of any price already paid for such products.
- 6.38. Any modification of the product or its packaging by the Client that compromises the safety of the Product or breaches any intellectual property rights of Converse or other third parties is strictly forbidden, as set out in the Selective Distribution Policy, which may be requested from BDI. Where the Client acts in breach of this rule in a way that compromises the safety of the product, including by introducing materials to the Product which are on Converse's Restricted Substances List, the Client will be automatically liable – without further notice from BDI – for a penalty payment of EUR 20,000 per Product affected, without prejudice to any of BDI's other rights under the Agreement, the Selective Distribution Policy and in law, including – but not limited to – the right to terminate the Agreement and/or the right to claim compensation for all damages suffered as a result of the breach by the Client of this section 6.38 and/or to claim specific performance in addition to the penalty.