

TRADEMARK LICENSE AGREEMENT
(BESTFORM)

THIS TRADEMARK LICENSE AGREEMENT (the "Agreement"), is entered into as of this 2nd day of October, 2015 (the "Effective Date") by and between VANITY FAIR, INC., a corporation organized under the laws of the State of Delaware having an address at One Fruit of the Loom Drive, P.O. Box 90015, Bowling Green, Kentucky 42102-9015 ("VFI"), and VFB France Investments SAS, a corporation organized under the laws of France, registered under number 384 179 461 RCS Paris France having an address at 4-6 rue Cesselin, 75011 Paris, France ("Licensee").

BACKGROUND

VFI has rights in the trademarks, trade names, logos and commercial symbols set forth on Schedule A attached hereto (collectively, the "Marks"), and licenses selected parties to use certain of the Marks in manufacturing, advertising, distributing and selling certain merchandise produced in accordance with VFI's standards.

Pursuant to the terms of that certain Stock Purchase Agreement among Union Underwear Company, Inc. ("UUC") and Union Sales, Inc. and France Special Situations Fund II, a French *fonds professionnel de capital investissement* (FPCI) represented by its management company (*société de gestion*) Perceva ("Buyer") of even date herewith (the "SPA"), Buyer has agreed to purchase the entire issued share capital of VFB France Investments SAS ("VFBFI"), including its subsidiaries (VFBFI and its subsidiaries as collectively referred to herein and in the SPA as the "Group" and individually as a "Group Company").

VFI is an indirect subsidiary of UUC.

One or more companies within the Group have used the Marks, with VFI's permission, to manufacture, advertise, identify and sell female (all ages) intimate apparel, swimwear and related accessories as well as more generally any goods and services covered by the applicable registrations of the Marks (the "Licensed Articles") in one or more of the countries set forth on Schedule B (the "Territory").

Licensee is a Group Company in the process of being sold to a third party purchaser which may in turn sell its interest in the Licensee and desires to continue using the Marks to manufacture, distribute, advertise, identify and sell the Licensed Articles within the Territory following "Completion" (as defined in the SPA).

In this context, VFI is willing to grant Licensee a license to use the Marks within the Territory, subject to VFI's reasonable control of the Marks and the brand image and direction of the brand



Richard C. P.

represented by the Marks.

VFI and Licensee mutually desire and agree that it is in the best interests of consumers, the parties hereto and the Marks to safeguard, promote and maintain the good reputation for quality, including materials, workmanship, performance and style, now associated with the valuable goodwill of, and the products sold under, the Marks.

The parties agree as follows:

TERMS

1. Interpretation.

In this Agreement, unless the context otherwise requires:

- (a) **"Affiliate"** means any person Controlled by, Controlling or under the same Control as that person, "Control" having the meaning ascribed to it by Article L. 233-3 of the French Commercial Code (*Code de commerce*), including the Group Companies.
- (b) **"Calendar Quarter"** means the respective quarters of January to March, April to June, July to September, and October to December.
- (c) **"Entity"** or collectively **"Entities"** means corporations, limited liability companies, partnerships, joint ventures or other forms of legal entity.
- (d) **"Licensed Domain Names"** means domain names that satisfy all the following requirements: (i) VFI or its agent is the registrant of the domain name; (ii) the domain name is a country code top-level domain name; (iii) the relevant country code is for a country within the Territory; and (iv) the domain name includes the word "bestform" but does not include any words, letters or phrases that in the reasonable judgment of VFI would be injurious to VFI's business or the reputation and goodwill of the Marks.
- (e) **"Net Sales"** means the invoiced price of Licensed Articles sold by Licensee or by any Sub-Licensees to independent third parties (intragroup transactions being excluded), less (i) VAT (if applicable), (ii) credits actually given by Licensee or a Sub-Licensee for returned or defective Licensed Articles, and (iii) quantity, trade, cash discounts, rebates or any other form of financial advantage granted to resellers or distributors of any form whatsoever.
- (f) **"Person"** shall mean any natural person.

- (g) "Relevant Domain Name" means a domain name containing the words "Bestform", or containing any other word that is similar to this word.
- (h) "Royalty Rate" means a percentage of Net Sales as set forth (before deduction of applicable withholding tax) on Schedule C.
- (i) "Sub-Licensee" means any Group Companies and any Licensee's Affiliates within the context of article 2 (d) of this Agreement.

2. **Grant of Rights.**

- (a) Subject to the limitations in this Agreement, VFI hereby grants to Licensee (i) an exclusive license to use the Marks only in the Territory and only on and in connection with Licensee's distribution, advertisement and sale of the Licensed Articles, and (ii) a non-exclusive license to use the Marks to manufacture, in and outside the Territory (subject to VFI's prior approval of the manufacturing facilities based on such facilities being compliant with the Code of Conduct and Compliance Statement consistent with Section 5 hereof), the Licensed Articles and any associated packaging, labeling, advertising, and promotional materials, but only for sale or use in the Territory. Licensee shall not use the Marks outside the Territory (other than as permitted by this Section 2(a)), and shall not use the Marks in connection with any goods or services other than the Licensed Articles. For the avoidance of doubt, VFI grants to Licensee the authorization to use the Marks alone or in combination with the Licensee's own trademarks or any other words and/or signs; provided, however, that any resulting rights in the Marks in combination with other marks shall belong solely to VFI, and further provided that the Marks may not be combined with words, letters or signs that in the reasonable judgment of VFI would be injurious to VFI's business or the reputation and goodwill of the Marks.
- (b) Licensee acknowledges that VFI and its licensees are entitled to use the Marks in the Territory to manufacture Licensed Articles and any associated packaging, labeling, advertising, and promotional materials, but only for sale or use outside the Territory.
- (c) Other than as permitted under Section 2(d), Licensee shall not sublicense any of the rights granted under this Agreement.
- (d) Licensee is permitted to sublicense the rights granted under Section 2(a) to a Sub-Licensee, but subject in each case to satisfaction of the following conditions:

- (i) the sublicense is in writing;
 - (ii) the sublicense imposes obligations on the Sub-Licensee that are equivalent to those imposed on Licensee under Section 3, Section 4(e) (including an entitlement for VFI to have equivalent access to the records, information, staff, and premises of the Sub-Licensee), Section 5, and Section 6; and
 - (iii) the sublicense terminates automatically upon the termination or expiry of this Agreement.
- (e) Licensee is liable to VFI for any use of the Marks by a Sub-Licensee that is outside the terms of this Agreement. The unlawful use of the Marks by a Sub-Licensee will be deemed a breach of this Agreement by Licensee.

3. **Ownership of Marks.**

- (a) Licensee acknowledges and agrees that VFI owns the Marks and any registrations for them, as well as any trademarks, trade names or service marks adopted and used or approved for use by VFI, and that each of the Marks is valid. Licensee recognizes that the goodwill associated with the Marks belongs to VFI and that Licensee's use of any Marks inures to the benefit of VFI. Licensee will not register or seek to register in any country any trademark or service mark which includes the Marks, alone or in composite form with other words or designs, nor will Licensee register or seek to register in any country any trademark or service mark which would be confusingly similar to the Marks, nor will Licensee use any of the Marks as a corporate name or trade name, provided that Licensee may use the Marks as a shop sign ("*enseigne*") for retail stores that sell the Licensed Articles and, for the avoidance of doubt, that Licensee and any of its affiliates shall be entitled to use the acronym "VFB" as its corporate name (or as part of its corporate name). The obligation not to register or seek to register survives for 3 years after this Agreement terminates or expires.
- (b) Licensee shall not apply for or become the registrant of any Relevant Domain Name (and shall not permit any person acting on its behalf to do so). This obligation survives for 3 years after this Agreement terminates or expires.
- (c) At the request and cost of Licensee, VFI shall apply (or shall procure its agent to apply) to become the registrant of domain names that satisfy the following requirements: (i) the domain name is a country code top-level domain name; (ii) the relevant country code is for a country within the Territory; (iii) the domain name includes the words "bestform" but does not include any words, letters or

phrases that in the reasonable judgment of VFI would be injurious to VFI's business or the reputation and goodwill of the Marks. Licensee shall reimburse VFI for the cost of any renewals of domain names obtained under this Section 3(c).

- (d) At the request of Licensee, VFI shall point any Licensed Domain Name to a website specified by Licensee. VFI is permitted to refuse Licensee's request (and to withdraw any pointing that it has implemented) where: (i) the website is not used and controlled by Licensee or authorized Sub-Licensee; (ii) the website is not used solely for the purpose of advertising, promoting, or selling Licensed Articles bearing the Marks that are relevant to the Licensed Domain Name; or (iii) this Agreement terminates or expires.
- (e) VFI shall have the first option to institute or defend any action, including in the name of Licensee, with respect to the Marks. Licensee agrees to assist VFI in the protection of the Marks and shall provide any and all reasonable evidence, documents, and testimony concerning the use by Licensee of any one or more of the Marks, which VFI may request for use in obtaining, defending, or enforcing rights in any Marks. Licensee shall notify VFI promptly in writing of any infringements, potential infringement or imitations by others of the Marks of which it becomes aware. Licensee shall be entitled to any proceeds (whether by settlement or otherwise) recovered in any action to the extent such proceeds represent lost sales or profits of Licensee; *provided, however*, that VFI shall be entitled first to deduct and recover all costs associated with the prosecution of the action, including its actual reasonable attorney's fees, to the extent such were not recovered in the applicable action. In the event VFI chooses not to pursue any action with respect to any suspected infringement, upon the express written consent of VFI, which consent shall not be unreasonably withheld or delayed, Licensee shall be entitled to pursue legal action to protect against such suspected infringement on VFI's behalf at Licensee's expense and Licensee shall be entitled to any recovery obtained.
- (f) The parties acknowledge and agree that the Marks are currently registered in the Territory in the countries set forth on Schedule A. VFI shall be responsible for maintaining such registrations and the Licensee shall be responsible for pursuing all new applications for registration of any of the Marks in any country in the Territory reasonably requested by Licensee in connection with the manufacture, marketing and sale of Licensed Articles in such country, subject to any restriction under US law which would prohibit such maintenance of registration or any new application for registration, and subject to the provisions below; *provided, however*, that Licensee shall provide any and all reasonable evidence, documents, and testimony concerning the use by Licensee of any one or more of the Marks in said

country in the Territory, which VFI may request. Notwithstanding anything herein to the contrary, VFI shall be under no obligation to defend, renew or maintain any trademark registration in any country or jurisdiction in the Territory which Licensee has not used the Mark as registered, during any applicable statutory period requiring use of the Mark in the applicable country or jurisdiction. The costs and expenses incurred (i) for maintaining the existing registrations shall be borne solely by VFI and (ii) in filing such applications and maintaining any subsequent registrations shall be borne solely by Licensee. Any new application for registration in any country in the Territory of a Mark shall be made by the Licensee solely in the name of Vanity Fair, Inc., with the express prior written consent of VFI, which consent shall not be unreasonably withheld or delayed VFI agrees to cooperate and provide reasonable assistance to Licensee as Licensee shall require in all such efforts.

4. **Royalties and Statements.**

- (a) Licensee shall pay to VFI a royalty equal, before deduction by the Licensee of applicable withholding tax, to the Royalty Rate times Net Sales actually received by or on behalf of Licensee and its Sub-Licensee.
- (b) Royalty payments shall be made on or before the 30th day after the close of each Calendar Quarter for the royalties payable by the Licensee during that Calendar Quarter.
- (c) On or before the 30th day after the close of each Calendar Quarter, Licensee shall submit to VFI, in a format mutually agreed in Schedule D, full and accurate statements showing the quantity and description of sales of the Licensed Articles sold by Licensee and its Sub-Licensee during that Calendar Quarter and the computation of Net Sales and the royalty due.
- (d) Licensee shall, unless otherwise directed in writing by VFI, make all payments (in immediately available funds) and send all reports to:

Penny L. Webb
Financial Analyst
penny.webb@fotlinc.com

- (e) During the term of this Agreement and for a period of two (2) years after the termination or expiration of it, but not more than once in any year, Licensee shall arrange for VFI or VFI's representatives to have access, upon notice and at reasonable times during normal business hours, subject to the confidentiality

provisions of Section 9, to Licensee's and its Sub-Licensee's business records related to the sale of Licensed Articles by Licensee and its Sub-Licensee and to have access to all other information, staff, and premises of the Licensee and its Sub-Licensee for purposes of verifying the royalties paid or payable to VFI. The cost of the audit shall be borne by VFI; *provided, however*, that if any audit of Licensee's records reveals that VFI is owed 5% or more above what is shown by the statement being audited, the cost of the audit will be borne by Licensee and, in addition, Licensee shall pay VFI the deficiency and, as liquidated damages, and not as a penalty, interest on any such deficiency at an annual rate equal to EURIBOR + 200 base points commencing on the date such deficient amount should have been paid and ending on the date such deficient amount is paid.

5. **Compliance with Applicable Laws/Code of Conduct.**

Licensee agrees that the Licensed Articles shall be manufactured, sold and distributed in accordance with applicable international, national, federal, and local laws, ordinances and regulations, treaties and governmental orders; that Licensee's manufacturing, sales, marketing and distribution policies shall be of high standards; and that such policies shall in no manner reflect adversely upon the Marks. Licensee agrees to execute on or before the date hereof, and comply with throughout the term hereof, VFI's "**Code of Conduct and Compliance Statement**," a copy of which is attached as Exhibit A hereto. Licensee acknowledges and agrees that VFI's Code of Conduct and Compliance Statement is subject to VFI's periodic review and revision, and Licensee agrees to execute and comply with any subsequent Code of Conduct and Compliance Statement provided to it by VFI, so long as its terms are commercially reasonable and consistent with ethical practice. Licensee agrees that in all dealings with VFI and its affiliates, public officials, consumers, customers and suppliers, Licensee shall adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Licensee agrees to refrain from any business practice injurious to VFI's business or the reputation and goodwill of the Marks. Licensee further agrees that VFI or its representatives shall be entitled, upon reasonable advance notice, but not more than twice during any year, to inspect during regular business hours the facilities where Licensed Articles are manufactured, to ensure compliance with the Code of Conduct and Compliance Statement.

6. **Quality Control.**

Licensee agrees that the Licensed Articles shall be of the same or equivalent quality as those goods currently marketed and sold by the Group, and that the Marks are used, reproduced and promoted in a manner consistent with the Group's current practice (the "**Quality Standards**"). If VFI believes the Licensed Articles do not satisfy the Quality

Standards, VFI shall notify Licensee in writing of the deficiencies. As from 1 January 2016, Licensee shall have one hundred twenty (120) days within which to respond to and/or correct the deficiencies. If Licensee does not respond to and/or correct such deficiencies to the reasonable satisfaction of VFI within such one hundred twenty (120)day period, all of Licensee rights pursuant to this Agreement shall terminate at the end of such one hundred twenty (120)days; *provided, however*, that if Licensee contends that the corrections have been made, or that corrections are not required, this Agreement shall remain in effect until the parties resolve the dispute in accordance with the provisions of Section 16 below. As from 1 January 2018, the deadlines imposed upon the Licensee to respond to and/or correct the deficiencies shall be of ninety (90) days. For the avoidance of doubt, with respect to the period starting on the date hereof and ending on 31 December 2015, no deadline shall be imposed upon the Licensee to respond to and/or correct the deficiencies notified by the VFI.

7. **Indemnification.**

Licensee agrees to indemnify and hold harmless VFI, its Affiliates, and their respective officers, directors and employees (the "VFI Indemnitees"), from any claim, damage, loss, expense, liability, obligation, action or cause of action (including reasonable attorney fees) which the VFI Indemnitees may or might sustain, pay or suffer, by reason of any breach of this Agreement or any act, omission or negligence by Licensee or any Sub-Licensee.

8. **Representations and Warranties.**

VFI represents and warrants that it owns all rights, title and interest to the registrations in Schedule A, and has not transferred all or any part of its interest in and to these registrations so as to conflict with the terms of this Agreement.

9. **Confidentiality.**

The parties agree that the terms and conditions of this Agreement shall be kept confidential and shall not be disclosed to any third person or entity unless authorized by the non-disclosing party or required by law. Each party acknowledges that during the term of this Agreement, they may receive certain secret, confidential or proprietary information concerning the business and affairs of the other party and its Affiliates, and the officers, directors, shareholders, investors and representatives of each of them, including, but not limited to, commercial, financial and trade secrets, policies, memoranda, studies, files, data, market surveys and other confidential information and knowledge concerning the business of the other party and its Affiliates (collectively the "Confidential Information"). Each party understands that the Confidential Information

is proprietary and confidential, and agrees not to reveal the Confidential Information to any third party during or after the term of this Agreement, except (i) as directed by the other party, (ii) as required by law, (iii) in specific response to a service of process, (iv) as required by a court of competent jurisdiction, (v) to professionals hired by the receiving party (e.g., attorneys and accountants), or (vi) to the extent the Confidential Information becomes public knowledge other than through disclosure in contravention of this Agreement. Each party shall not, and shall not cause or permit its Affiliates, to use the Confidential Information to compete with the other party or its Affiliates. Upon termination of this Agreement for any reason whatsoever, each party shall surrender to the other party all originals and copies of correspondence, papers, documents, writings, computer files, discs, drives and magnetic tapes either stored or used on computers, credit cards codes, and other property produced by it or coming into its possession as a result of or pursuant to this Agreement. The provisions of this Section 8 shall apply irrespective of the termination of this Agreement.

10. **Term/Termination.**

- (a) The term of this Agreement shall commence on the date hereof and expire on the twenty-fifth anniversary of this Agreement, unless sooner terminated or extended in accordance with the provisions hereof. VFI agrees that Licensee shall have a first negotiating right with respect to any renewal, or extension of the term of this Agreement. If Licensee desires to renew or extend the term of this Agreement, Licensee will give VFI written notice thereof not later than the end of the twenty-fourth anniversary of this Agreement, in which event the parties agree to negotiate in good faith for a renewal or an extension of this Agreement. If the parties are unable to reach a renewal or extension agreement by the date that is six (6) months prior to the expiration of the term, VFI shall have no further negotiation obligation to Licensee and shall be free to consider any and all options for using the Marks in the Territory following expiration of the term.
- (b) This Agreement may be terminated upon the written consent of both parties.
- (c) VFI may terminate this Agreement without prejudice to any other rights it may have against Licensee, whether under the provisions of this Agreement, in law, in equity or otherwise, by written notice to Licensee following the occurrence of any of the following events of default if such default is not cured within thirty (30) days of the date on which Licensee receives written notice of the event of default from VFI; *provided, however*, if the default can be corrected or cured, but cannot be corrected or cured within thirty (30) days, Licensee shall be provided an additional reasonable amount of time to correct or cure the default; and; *provided, further*, that in no event shall the time period to correct or cure extend beyond sixty (60) days

following the date of Licensee's receipt of written notice of default from VFI:

- (i) Licensee ceases to do business with no intent of reopening, becomes insolvent, initiates or is the subject of winding up or bankruptcy proceedings, has a receiver appointed over its assets, or suffers any similar action in consequence of debt; or
 - (ii) Licensee and Group Companies cease to use the Marks on a genuine commercial basis for a period of eighteen (18) consecutive months; or
 - (iii) Licensee materially breaches any term or provision in this Agreement (with any failure to make full payment by a due date being a material breach).
- (d) For each year starting from 1 January 2018, if Licensee and its Sub-Licensee fail to receive Net Sales of Licensed Articles of at least €2,000,000 for any year, VFI may terminate this Agreement on twelve (12) months' notice to Licensee. During this 12 months' notice period, the license granted under Section 2(a)(i) will be deemed to be non-exclusive.
- (e) Licensee may terminate this Agreement by giving 6 months' written notice to VFI.
- (f) Upon expiration or termination of this Agreement for any reason, Licensee shall cease to use the Marks and may continue to sell existing inventory of Licensed Articles that bear the Marks (the "**Inventory**") (with associated packaging and labeling materials) as is consistent with the levels of inventory of Licensed Articles ordinarily held by Licensee during the previous 12 months, unless VFI notifies the Licensee of its intention to buy all the existing Inventory from the Licensee at the current net selling price, in which case, the Licensee shall be obliged to sell such Inventory to VFI. All sales of Inventory are subject to the terms of this Agreement (including Section 4). This right to sell Inventory terminates eighteen (18) months after expiry or nine (9) months after VFI terminates this Agreement for any reason whatsoever. After that period, the Licensee shall, at its choice, destroy the Inventory, or remove the Marks from the Licensed Articles and other materials.

11. **Entire Agreement.**

This Agreement constitutes the entire understanding and agreement between the parties with respect to its subject matter and supersedes any prior agreements or understandings between the parties with respect to its subject matter.

12. **Severability of Provisions.**

The invalidity or unenforceability of any provision of this Agreement does not affect the other provisions of this Agreement, and this Agreement is to be construed in all respects as if the invalid or unenforceable provisions were omitted.

13. **Modification.**

This Agreement may not be modified or amended except in writing signed by each of the parties to this Agreement.

14. **No Waiver.**

The failure of either party to insist, in any one or more instances, upon the strict performance of any of the terms, conditions or covenants of this Agreement shall not be construed as a waiver or relinquishment of that or any other term, condition or covenant.

15. **Notice.**

- (a) Any notice, claim or demand to be given or made under or in connection with this Agreement (a "Notice") shall be in writing signed by or on behalf of the party giving it and shall be delivered personally by hand (in the case of a party which is a corporate entity on any one of its directors or officers) or sent by first class mail, international courier, prepaid recorded or special delivery mail, air mail, or by email (confirmed by first class mail, recorded or special delivery mail, air mail or international courier):

in the case of the Licensee, as follows:

Address: 4-6 rue Cesselin, 75011 Paris, France
Attention: Fernando Camps (fernando.camps@iibrands.com)

with a copy to Perceva:

Address: 31, avenue de l'Opéra, 75001 Paris, France
Attention: Jean-Louis Grevet (jean-louis.grevet@perceva.com) and Franck Kelif (franck.kelif@perceva.com)

in the case of VFI, as follows:

Address: One Fruit of the Loom Drive, Bowling Green, KY 42102
Attention: Dave Springob (Dave.Springob@fotlinc.com)

with a copy to the VFI's General Counsel:

Address: One Fruit of the Loom Drive, Bowling Green, KY 42102
Attention: Chris Champion (Chris.Champion@fotlinc.com)

- (b) A Notice shall be deemed to have been duly given or made as follows:
- (i) if delivery by email to an address specified above, then upon receipt of the acknowledgment of delivery;
 - (ii) if personally delivered or posted by recorded or special delivery mail, at the time of delivery;
 - (iii) if posted by first class mail, at 10.00 a.m. on the second Business Day after the date of posting; and
 - (iv) if posted by air mail or international courier at 10.00 a.m. on the fifth Business Day after the date of posting,

provided that in relation to Section 15(ii)(ii) above, in any case where delivery of a Notice occurs outside normal business hours that Notice shall be deemed to have been received at 10.00 a.m. on the next following Business Day.

- (c) A Party may change its notice details by giving notice to the other party of the change in accordance with this Section 15 provided that such change shall only be effective on the date falling five (5) business days after notice of any such change has been served or such later date (if any) specified in such notice.

16. **Dispute Resolution and Controlling Law.**

- (a) This Agreement shall be governed by and construed in accordance with the laws of France without regard to conflict of law provisions.
- (b) In the event of any dispute arising out of or in connection with the present Agreement, the parties shall first refer the dispute to proceedings under the ICC Mediation Rules.

If the dispute has not been settled pursuant to the said Rules within sixty (60) days following the filing of a Request for Mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Arbitration Rules"). Subject to clause (c) below, no party may commence arbitral

proceedings until the sixty (60) day period referred to above has elapsed. For any mediation:

- (i) the mediation shall take place in Paris, France;
 - (ii) the language of the mediation proceedings shall be English;
 - (iii) an appropriate member of senior management of each party must participate in all meetings or conference calls organized under the ICC Mediation Rules.
- (c) The requirement to wait sixty (60) days, or any other agreed period, following the filing of a Request for Mediation, before referring a dispute to arbitration shall not prevent the parties from making an application, prior to expiry of those sixty (60) days or other agreed period, for Emergency Measures under the Emergency Arbitrator Provisions in the Rules of Arbitration of the International Chamber of Commerce or for interim relief before any court.
- (d) All disputes arising out of or in connection with the present Agreement shall be finally settled under the ICC Arbitration Rules by three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Paris, France. The language of the arbitral proceedings shall be English.

17. **Survival of Rights.**

The representations and warranties of the parties contained in this Agreement, and each of their respective covenants given in this Agreement, and their respective indemnification obligations contained in this Agreement, shall all survive the expiration or termination of this Agreement indefinitely. The terms and conditions of this Agreement providing for any activity following the effective date of termination or expiration of this Agreement shall survive until those terms and conditions have been fulfilled or satisfied.

18. **Further Acts.**

Licensee and VFI agree to execute any other documents and instruments and perform any further acts necessary or desirable to carry out the purposes of this Agreement.

19. **Headings.**

Titles and captions of sections, subsections and clauses in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

20. **Plurals.**

When necessary for appropriate meaning, a plural shall be deemed to be the singular and singular shall be deemed to be the plural.

21. **Counterparts.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

22. **Assignability.**

Either party may assign this Agreement and its rights hereunder to any direct or indirect wholly-owned Affiliate, and the assigning party shall advise the other party hereto of any such assignment. Either party may assign this Agreement and its rights hereunder to a successor in interest as part of (i) a purchase of substantially all of the assets of the party seeking to assign; (ii) a purchase of 50% or more of the issued and outstanding equity interests of the party seeking to assign; or (iii) a merger of the party seeking to assign with or into a third party subject to due notification to the other party; provided, however, that any such assignment by Licensee may only be effected if the consultation process required by Section 17.3 of the SPA is completed between UUC and Buyer. Any assignee must agree in writing to assume all of the assignor's duties, obligations and undertakings hereunder.

The parties to this Agreement have signed it with the intent that it be effective as of the Effective Date indicated in the first paragraph of this Agreement.

VANITY FAIR, INC.

VFB FRANCE INVESTMENTS SAS

By: 

By: 

Name: Richard C. PRICE

Name: Fernando CAMPS PAPIOL

Title: Executive Vice President, Chief Financial Officer and Director


Title: President


SCHEDULE A

MARKS

See attached


BESTFORM by Country, Mark, Goods, Status

<u>Country</u>	<u>Trademark</u>	<u>TM Logo</u>	<u>Classes and Goods</u>	<u>Appl Date</u> <u>Req Date</u>	<u>Appl No</u> <u>Req No</u>	<u>Trademark Status</u>	<u>Next Renewal Due</u>
Bahrain	BESTFORM		25 CLOTHING, FOOTWEAR, HEADGEAR.	5 Jan 2005 12 Apr 2008	43245 43245	Registered	5 Jan 2025
Benelux	BESTFORM		25 LINGERIE, FOR DAYWEAR AND NIGHTWEAR, LOUNGEWEAR, SWIMWEAR, HOSIERY AND PLAYWEAR.	12 Mar 1971 12 Mar 1971	0001470 301,632	Registered	12 Mar 2021
Benelux	BESTFORM		25 FOUNDATION GARMENTS, BRASSIERES, CORSETS, CORSELETTES, GIRDLES, SUSPENDER AND GARTER BELTS AND SWIMWEAR.	18 Nov 1971 18 Nov 1971	18381 0074571	Registered	18 Nov 2018
CTM	B (3D charm)		25 CLOTHING, UNDERWEAR, FOUNDATION GARMENTS, SUCH AS BRASSIERES, CORSETS, CORSELETTES, GIRDLES, SUSPENDER AND GARTER BELTS; SWIMWEAR; HOSIERY; SLEEPWEAR.	22 Dec 2010 22 Dec 2010	9618232 9618232	Registered	22 Dec 2020
CTM	BESTFORM		3 BLEACHING PREPARATIONS AND OTHER SUBSTANCES FOR LAUNDRY USE; CLEANING, POLISHING, SCOURING AND ABRASIVE PREPARATIONS; SOAPS; PERFUMERY, ESSENTIAL OILS, COSMETICS, HAIR LOTIONS; DENTIFRICES. 35 RETAIL SERVICES IN THE FIELD OF APPAREL; PROVIDING CONSUMER PRODUCT INFORMATION VIA THE INTERNET.	5 Nov 2004 18 Jan 2006	004098554 004098554	Registered	5 Nov 2024
CTM	BESTFORM		25 CLOTHING, UNDERWEAR, FOUNDATION GARMENTS, SUCH AS BRASSIERES, CORSETS, CORSELETTES, GIRDLES, SUSPENDER AND GARTER BELTS; SWIMWEAR, HOSIERY, SLEEPWEAR.	21 Jun 1999 30 Nov 2000	001215193 1215193	Registered	21 Jun 2019
Denmark	BESTFORM		25 BRASSIERES, SUSPENDER BELTS, CORSETS, GIRDLES, CORSELETS AND SUSPENDERS.	6 Jun 1959 18 Jun 1960	VA 1959 01718 VR 1960 01425	Registered	18 Jun 2020
Finland	BESTFORM		25 CLOTHING.	23 Jun 1997 29 May 1998	J199702511 210075	Registered	29 May 2018

<u>Country</u>	<u>Trademark</u>	<u>TM Logo</u>	<u>Classes and Goods</u>	<u>Appl Date Reg Date</u>	<u>Appl No Reg No</u>	<u>Trademark Status</u>	<u>Next Renewal Due</u>
France	BESTFORM		25 ARTICLES OF CLOTHING AND UNDERWEAR, PARTICULARLY GIRDLES, CORSETS AND BRASSIERES.	22 Jan 1991 1 Jun 1956	1640025 1640025	Registered	22 Jan 2021
Germany	BESTFORM NO FINER FIT AT ANY PRICE & Design		25 BODICES, ROLL-ON PANTIES, GIRDLES, BRASSIERES, CORSETS, CORSELETTES, BELTS, SUSPENDERS FOR WEAR.	1 Sep 1972 6 Sep 1973	49038 909,480	Registered	1 Sep 2022
Greece	BESTFORM		25 ARTICLES OF CLOTHING.	11 Jul 1997 17 Mar 1999	133.831 133.831	Registered	11 Jul 2017
Ireland	BESTFORM		25 LINGERIE, LOUNGE WEAR, SLEEP WEAR, SWIM WEAR, AND PANTYHOSE.	1 Jun 1990 11 Mar 1993	90/3099 139472	Registered	31 May 2017
Israel	BESTFORM		25 GIRDLES, PANTY GIRDLES, BRASSIERES, PANTIES, BODYSHIRTS, CORSELETS, GARTER BELTS; LADIES' AND GIRLS' SLEEPWEAR AND LINGERIE CONSISTING OF SLIPS, HALF SLIPS, PAJAMAS, CHEMISES, NEGLIGEEES, NIGHT GOWNS, KIMONOS, BATHING SUITS, PEIGNOIRS, BLOUSES, GLOVES, DRESSES, SKIRTS AND LADIES' AND GIRLS' SPORTSWEAR CONSISTING OF SWEATERS AND JACKETS; ALL INCLUDED IN CLASS 25.	13 Jul 1995 5 Aug 2002	99620 99620	Registered	13 Jul 2016
Italy	BESTFORM		25 BRASSIERES, CORSETS, CORSELETS, GIRDLES, WAISTBANDS, GARTERS, SUSPENDERS, PANTIES, SHORTS, NYLON STOCKINGS, CASUAL WEAR, AND LEISURE WEAR, SHIRTS, NIGHTGOWNS AND PAJAMAS, LINEN, UNDERWEAR, UNDERPANTS, PETTICOATS, COMBINATIONS, CAMI-KNICKERS, DRESSING-GOWNS, KIMONOS, SWIMMING SUITS, BATHING SUITS, HAIR BRUSHING CAPES, SMOCKS, BLOUSES, GLOVES, SUITS, SLIPS, SKIRTS, SPORTWEAR SUCH AS SWEATERS, TRACKSUITS, SWIMMING TRUNKS, COATS, JACKETS, SOCKS, UNDERSKIRTS.	29 Jul 1993 12 Apr 1996	RM2003C004 029 675320 (Subsequent ly renewed as Nos. 0001051920 & 0001555073)	Registered	29 Jul 2023

<u>Country</u>	<u>Trademark</u>	<u>TM Logo</u>	<u>Classes and Goods</u>	<u>Appl Date Reg Date</u>	<u>Appl No Req No</u>	<u>Trademark Status</u>	<u>Next Renewal Due</u>
Kosovo	BESTFORM		25 GIRDLES, PANTY GIRDLES, BRASSIERES, PANTIES, CORSELETS, GARTER BELTS, LADIES' AND GIRLS' SLEEPWEAR AND LINGERIE, CONSISTING OF SLIPS, HALF SLIPS, PAJAMAS, CHEMISES, NEGLIGEES, NIGHT GOWNS, KIMONAS, BATH SUITS, PEIGNOIRS, BLOUSES, GLOVES, DRESSES, SKIRTS AND LADIES' AND GIRLS' SPORTSWEAR, CONSISTING OF SWEATERS AND JACKETS.	17 Apr 1991 25 Apr 1994	Z-746/91 3789/2011	Registered	17 Apr 2021
Lebanon	BESTFORM		25 CLOTHING, FOOTWEAR AND HEADGEAR.	14 Dec 2002 14 Dec 2002	92525 92525	Registered	14 Dec 2017
Liberia	BESTFORM		25 CLOTHING, FOOTWEAR, HEADGEAR.	27 Dec 2004 27 Dec 2004	LR/M/2004/00 206 LR/M/2004/0 0206	Registered	27 Dec 2019
Morocco	BESTFORM		25 GIRDLES, PANTY GIRDLES, BRASSIERES, PANTIES, CORSELETS, GARTER BELTS, LADIES' AND GIRLS' SLEEPWEAR AND LINGERIE CONSISTING OF SLIPS, HALF SLIPS, PAJAMAS, CHEMISES, NEGLIGEES, NIGHT GOWNS, KIMONAS, BATHING SUITS, PEIGNOIRS, BLOUSES, GLOVES, DRESSES, SKIRTS AND LADIES' AND GIRLS' SPORTSWEAR, CONSISTING OF SWEATERS AND JACKETS.	16 May 1991 16 May 1991	398 46648	Registered	16 May 2021
Norway	BESTFORM		25 BRAS, BELTS, CORSETS, CORSELETS AND SOCK HOLDERS.	7 Nov 1957	50733	Registered	7 Nov 2017
Norway	BESTFORM		25 CLOTHING, FOOTWEAR, HEADGEAR, EXCLUDING ITEMS INTENDED SPECIFICALLY FOR RELIGIOUS AND FESTIVE OCCASIONS. 35 ADVERTISING; BUSINESS MANAGEMENT; BUSINESS ADMINISTRATION; OFFICE FUNCTIONS; RETAILS SERVICES RELATING TO CLOTHING, FOOTWEAR, AND HEADGEAR; PROVIDING CONSUMER PRODUCT INFORMATION VIA THE INTERNET, EXCLUDING ITEMS INTENDED SPECIFICALLY FOR RELIGIOUS AND FESTIVE OCCASIONS.	10 Feb 2015	201501658	Pending	

<u>Country</u>	<u>Trademark</u>	<u>TM Logo</u>	<u>Classes and Goods</u>	<u>Appl Date Reg Date</u>	<u>Appl No Reg No</u>	<u>Trademark Status</u>	<u>Next Renewal Due</u>
OAPI	BESTFORM		25 ARTICLES OF CLOTHING AND UNDERWEAR, PARTICULARLY GIRDLES, CORSETS AND BRASSIERES	2 Apr 1964 2 Apr 1964	16.191	Registered	15 May 2016
Portugal	BESTFORM		25 BRAS, GIRDLES, CORSETS, BODICES AND SUSPENDER BELTS.	14 Apr 1967 20 May 1968	141935 141935	Registered	20 May 2018
Romania	BESTFORM		25 BRASSIERES, PANTIES, CORSELETS, GARTER BELTS, LADIES' AND GIRLS' SLEEPWEAR AND LINGERIE CONSISTING OF SLIPS, HALF SLIPS, PAJAMAS, CHEMISES, NEGLIGEES, NIGHTGOWNS, KIMONOS, BATHING SUITS, PEIGNOIRS, BLOUSES, GLOVES, DRESSES, SKIRTS AND LADIES' AND GIRLS' SPORTSWEAR CONSISTING OF SWEATERS AND JACKETS. 26 GIRDLES AND PANTY GIRDLES.	5 Jun 1991 5 Jun 1991	17677	Registered	5 Jun 2021
Russian Federation	BESTFORM (Stylized 1)	<i>Bestform</i>	25 CLOTHING, FOOTWEAR AND HEADGEAR, NAMELY, DAYWEAR, SHAPEWEAR, LOUNGEWEAR, LINGERIE, SLEEPWEAR, AND HOSIERY.	27 Jul 2005 5 Feb 2007	2005718626 320455	Registered	27 Jul 2025
Serbia	BESTFORM		25 GIRDLES, PANTY GIRDLES, BRASSIERES, PANTIES, CORSELETS, GARTER BELTS, LADIES' AND GIRLS' SLEEPWEAR AND LINGERIE, CONSISTING OF SLIPS, HALF SLIPS, PAJAMAS, CHEMISES, NEGLIGEES, NIGHT GOWNS, KIMONAS, BATH SUITS, PEIGNOIRS, BLOUSES, GLOVES, DRESSES, SKIRTS AND LADIES' AND GIRLS' SPORTSWEAR, CONSISTING OF SWEATERS AND JACKETS.	17 Apr 1991 25 Apr 1994	Z-746/91 37904	Registered	17 Apr 2021
South Africa	BESTFORM		25 GIRDLES, CORSETS, CORSELETES, BRASSIERES, GARTER BELTS AND ALL OTHER WOMEN'S FOUNDATION GARMENTS.	16 May 1951 16 May 1951	1339/51 1339/51	Registered	16 May 2025

<u>Country</u>	<u>Trademark</u>	<u>TM Logo</u>	<u>Classes and Goods</u>	<u>Appl Date Reg Date</u>	<u>Appl No Req No</u>	<u>Trademark Status</u>	<u>Next Renewal Due</u>
South Africa	BESTFORM		25 CLOTHING, FOOTWEAR, HEADGEAR, DAYWEAR, SHAPEWEAR, LOUNGEWEAR, SWIMWEAR, LINGERIE, SLEEPWEAR, HOSIERY, UNDERWEAR, FOUNDATION GARMENTS, BRASSIERES, PANTIES, GIRDLES, SLIPS, CAMISOLES, CORSETS, CORSET BODICES, BUST IMPROVERS, COMBINATION OF CORSETS AND BRASSIERES, BELTS, CORSELETS AND STEP-INS, UNDERGARMENTS, T-SHIRTS, PANTS, COATS, CASUAL WEAR, CHEMISES, NEGLIGEEES, ROBES, NIGHTGOWNS, PAJAMAS, GLOVES, DRESSES, SPORTSWEAR, JACKETS, HATS, SOCKS, SHEERS, TIGHTS, AND SHOES	20 Mar 2014	2014/07563	Pending	
Spain	BESTFORM		25 FOUNDATION GARMENTS, SUCH AS BRASSIERES, GIRDLES, CORSETS, CORSELETTES, TORSOLETTES AND GARTER BELTS.	27 Jun 1967 10 Jul 1970	538,109 538,109	Registered	27 Jun 2017
Switzerland	BESTFORM NO FINER FIT AT ANY PRICE & Design		25 CORSELETS, CORSETS, BRASSIERES.	21 Jan 1991 11 Nov 1991	431/1991.8 388.746	Registered	11 Nov 2021
Turkey	BESTFORM		25 CLOTHING MADE OF ALL KINDS OF MATERIALS (INNERWEAR AND OUTWEAR); DAYWEAR, SHAPEWEAR, LOUNGEWEAR, LINGERIE, SLEEPWEAR, CORSETS, CORSELETS, BRASSIERES, CORSET BODICES, BUST IMPROVERS, PANTIES, COMBINATION OF CORSETS AND BRASSIERES AND STEP-INS, GIRDLES, UNDERGARMENTS, SWIMWEAR, T-SHIRTS, PANTS, COATS, CASUAL WEAR, SLIPS, CHEMISES, NEGLIGEEES, NIGHTGOWNS, GLOVES, DRESSES, SPORTSWEAR AND JACKETS; HOSIERY AND SOCKS; FOOTWEAR; HEADGEAR; SPECIAL ARTICLES FOR BABIES INCLUDED IN THIS CLASS; TIES; BELTS.	20 Feb 2004 20 Feb 2004	2004/003540 2004 003540	Registered	20 Feb 2024

<u>Country</u>	<u>Trademark</u>	<u>TM Logo</u>	<u>Classes and Goods</u>	<u>Appl Date Reg Date</u>	<u>Appl No Reg No</u>	<u>Trademark Status</u>	<u>Next Renewal Due</u>
Turkey	BESTFORM (Stylized 1)	<i>Bestform</i>	25 CLOTHING MADE OF ALL KINDS OF MATERIALS (INNERWEAR AND OUTERWEAR); DAYWEAR, SHAPEWEAR, LOUNGEWEAR, LINGERIE, SLEEPWEAR, CORSETS, CORSELETS, BRASSIERES, CORSET BODICES, BUST IMPROVERS, PANTIES, COMBINATION OF CORSETS AND BRASSIERES AND STEP-INS, GIRDLES, UNDERGARMENTS, SWIMWEAR, T-SHIRTS, PANTS, COATS, CASUAL WEAR, SLIPS, CHEMISES, NEGLIGEES, NIGHTGOWNS, GLOVES, DRESSES, SPORTSWEAR AND JACKETS; HOSIERY AND SOCKS; FOOTWEAR; HEADGEAR; SPECIAL ARTICLES FOR BABIES INCLUDED IN THIS CLASS; TIES, BELTS.	3 Feb 2012 2 Apr 2013	2012 11201 2012 11201	Registered	3 Feb 2022
United Arab Emirates	BESTFORM		25 CLOTHING, FOOTWEAR, HEADGEAR.	10 Jan 2001 24 Aug 2002	40389 33048	Registered	10 Jan 2021
United Kingdom	BESTFORM		25 ARTICLES OF UNDERCLOTHING; LINGERIE; SLEEPWEAR; SWIMWEAR; HOSIERY, PANTY HOSE; PAJAMAS; CAFTANS; ROBES; GOWNS; LEOTARDS; JUMPSUITS; ALL INCLUDED IN CLASS 25.	9 May 1990 9 May 1990	1424464 1424464	Registered	9 May 2017

SCHEDULE B

TERRITORY

The "Territory" shall be as follows:

EUROPE

Albania	Denmark	Luxembourg	Serbia
Andorra	Finland	Macedonia	Slovakia
Austria	France	Malta	Slovenia
Belgium	Germany	Montenegro	Spain
	Guernsey		
Bosnia & Herzegovina	Greece	Monaco	Sweden
Bulgaria	Hungary	Netherlands	Switzerland
Croatia	Iceland	Norway	
Republic of Cyprus	Ireland	Poland	United Kingdom
Czech Republic	Italy	Portugal	Guernsey
	Kosovo	Romania	

MIDDLE EAST

Bahrain	Israel	Palestine	U.A.E.
Cyprus	Jordan	Qatar	Yemen
Egypt	Kuwait	Saudi Arabia	
Iran	Lebanon	Syria	
Iraq	Oman	Turkey	

FORMER USSR

Armenia	Georgia	Lithuania	Turkmenistan
Azerbaijan	Kazakhstan	Moldova	Ukraine
Belarus	Kyrgyzstan	Russia	Uzbekistan
Estonia	Latvia	Tajikistan	

AFRICAN NATIONS

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

Congo, Democratic
Republic of the

Liberia

Senegal

Zimbabwe

SCHEDULE C

ROYALTY RATE

Bestform	2015-2020	2020-2025	2025-2035	2035-2040
Portion of Net Sales < 25M€	0.5%	1.0%	2.5%	5.0%
Portion of Net Sales =/> 25M€	2.5%	3.0%	5.0%	5.0%

SCHEDULE D

FORMAT OF THE STATEMENTS

See attached

Quarterly Royalty Reporting Overview and Instructions

Quarterly Royalty reports must be submitted on the provided category specific royalty report. We ask that you review each report to ensure it has been filled out completely.

1. Reports are to be submitted on or before the thirtieth (30) day following each calendar quarter
2. If you require an invoice for payment, please make note of that requirement when submitting your electronic report
3. An electronic copy of the spreadsheet should be sent to the recipients listed on the sample royalty report. Please no PDF copies
4. Submit a separate report for each country in the Territory for each Licensed Article product category by creating additional tabs
5. Permitted Deductions include returns and allowances or other deductions per contract guidelines
6. Report should be in Euros
7. All payments to be wired to:

Vanity Fair, Inc.
c/o Union Underwear Company, Inc.
ACCOUNT NO: 600869711010
Bank of America NT AND SA.
5 Canada Square
LONDON UK E14 5AQ
SWIFT CODE: BOFAGB22"

For questions regarding monthly royalty reporting, please contact Penny Webb at 270-935-4348 or penny.webb@fotlinc.com

EXHIBIT A – CODE OF CONDUCT AND COMPLIANCE STATEMENT



FRUIT OF THE LOOM.

Code of Conduct

At Fruit of the Loom and our affiliated companies (the "Corporation"), we are committed to conducting business in accordance with the highest standards of business ethics and respect for human rights and the environment. We require our suppliers, licensees, distributors and other business partners to meet these high standards, and, at the most basic level, this means that all such business partners must operate in compliance with the requirements of applicable laws, regulations, and treaties. While we recognize that different cultural, legal and ethical systems exist in the countries in which merchandise may be manufactured, this Code of Conduct sets forth certain fundamental requirements that must be satisfied by all facilities that supply our products, including internal plants, contractors, licensees or other business partners (collectively referred to in this Code of Conduct as "Suppliers").

RESPECT FOR PEOPLE

Employment Relationship: Suppliers will adopt and adhere to rules and conditions of employment that respect workers and, at a minimum, safeguard their rights under national and international labor and social security laws and regulations.

Safety and Health: Suppliers will provide a safe and healthy workplace setting to prevent accidents and injury to health arising out of Supplier's operations. Conditions throughout a Supplier's facility must be safe, clean and meet or exceed requirements of all applicable laws and regulations regarding safety and health. Workers must be trained and equipped to perform their jobs safely. Worker dormitories provided by a Supplier must be clean and safe and provide adequate emergency egress, adequate heat and ventilation, reasonable personal individual space, and reasonable entry and exit privileges.

Child Labor: Suppliers will not employ individuals in violation of the local mandatory school age or under the applicable legal employment age. In no event will Suppliers employ workers under age 15, except for child actors or models that are utilized in advertising or media, and then only in compliance with applicable child labor regulations.

Forced Labor: Suppliers will not use forced labor, including, but not limited to, prison labor, indentured or slave labor, or bonded labor, and will adopt measures to ensure that facilities are not utilized in human trafficking.

Harassment or Abuse: Suppliers must treat all employees with respect and dignity. Suppliers will have procedures in place to ensure that no worker is subject to any physical, sexual, psychological or verbal abuse.

Non-Discrimination: Suppliers will not discriminate in employment including hiring,

compensation, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, social group, or ethnic origin.

Working Hours: Suppliers will not require workers to work more than the regular and overtime hours allowed by applicable law. In no event will the regular work week exceed 48 hours and workers will be allowed at least 24 consecutive hours of rest in every seven-day period. All overtime work will be consensual. Suppliers will not request overtime on a regular basis and will compensate for overtime work at a premium rate. Other than in exceptional circumstances, the sum of regular and overtime hours in a week will not exceed 60 hours.

Compensation: Every worker has a right to compensation for a regular work week that is sufficient to meet the worker's basic needs and provide some discretionary income. Suppliers will pay at least the minimum wage or the appropriate prevailing wage, whichever is higher, comply with all legal requirements on wages, and provide any fringe benefits required by law or contract. Where compensation does not meet workers' basic needs and provide some discretionary income, Suppliers will work with the Fair Labor Association to take appropriate actions that seek to progressively realize a level of compensation that does. Suppliers may not use deductions from wages or other monetary fines as a disciplinary practice.

Freedom of Association and Collective Bargaining: Suppliers must recognize and respect the rights of workers to freedom of association and collective bargaining.

ENVIRONMENTAL SUSTAINABILITY

Suppliers will adopt responsible measures to mitigate the negative impact that their operations have on the environment. At a minimum, this requires that Suppliers comply with all local and applicable international laws protecting the environment, including proper storage and disposal of hazardous substances, and strive to conduct business in a manner that minimizes energy consumption and waste, optimizes the use of natural resources, and maximizes recycling.

BUSINESS ETHICS

Corruption, extortion or embezzlement by Suppliers, in any form, is strictly prohibited. This prohibition includes, but is not limited to, offering or accepting bribes in exchange for undue or improper advantage. Violations of this prohibition may result in immediate termination of the Supplier by the Corporation and subject the Supplier to legal action.

GENERAL MATTERS

Subcontractors: Suppliers will not utilize subcontractors in the manufacturing of the Corporation's products or components without our prior written approval and only after the subcontractor has agreed to comply with this Code of Conduct.

Customs Compliance: Suppliers will comply with all applicable customs laws and establish and maintain programs to safeguard against the illegal transshipment of products.

Security: Suppliers will maintain security procedures to guard against the introduction of non-manifested cargo (e.g., drugs and other contraband) into shipments of the Corporation's

products, including, but not limited to, compliance with Customs-Trade Partnership Against Terrorism (C-TPAT) requirements for shipments to the United States.

Posting Requirements: Suppliers will post this Code of Conduct in a conspicuous location accessible to all employees and visitors (in the appropriate local language and the appropriate language for migrant workers that make up more than 10% of the workforce). Suppliers will communicate and train all workers annually concerning the elements of this Code of Conduct.

Record Keeping: Suppliers will maintain complete and accurate records with respect to each of the elements of this Code of Conduct to allow for verification of compliance.

Enforcement: The Corporation employs internal, as well as independent auditors, to conduct on-site inspections to ensure compliance with this Code of Conduct. Detailed compliance records are maintained on all facilities.

Violations: To report suspected violations of this Code of Conduct, contact the Corporation's Human Resources department at +270-935-2588, or e-mail at code@fotlinc.com. We strictly prohibit any retaliation against persons that report violations of this Code of Conduct or assist or participate in any manner in any investigation of possible violations of this Code of Conduct. Any retaliation should be reported to the Corporation as outlined above.

Rev. October 2012

Vanity Fair
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TRUE TO THE GAME

COMPLIANCE STATEMENT

BY SIGNING BELOW, LICENSEE AGREES TO STRICTLY COMPLY WITH THE FRUIT OF THE LOOM CODE OF CONDUCT, AND ACKNOWLEDGES THAT FRUIT OF THE LOOM AND ITS AFFILIATED COMPANIES (COLLECTIVELY REFERRED TO HEREIN AS THE "CORPORATION") DOES NOT CONDONE OR PERMIT THE VIOLATION OF ANY APPLICABLE DOMESTIC, FOREIGN OR INTERNATIONAL LAWS, RULES OR REGULATIONS, INCLUDING, WITHOUT LIMITATION, ANY SUCH GOVERNING EMPLOYMENT AND LABOR, THE ENVIRONMENT, THE PROVISION OF SERVICES AND THE SALE OF GOODS. LICENSEE FURTHER ASSURES THE CORPORATION THAT IT WILL NOT VIOLATE ANY CUSTOMS LAWS, TRADE AGREEMENTS OR FOREIGN LAWS, INCLUDING, BUT NOT LIMITED TO, THOSE PROHIBITING FALSE DECLARATIONS OF COUNTRY OF ORIGIN OR OTHER IMPORT/EXPORT DOCUMENTATION, USE OF COUNTERFEIT VISAS, OR ILLEGAL TRANSSHIPMENT TO EVADE ANY TEXTILE QUOTAS OR DUTIES APPLICABLE BETWEEN THE COUNTRY OF EXPORT AND THE UNITED STATES OR OTHER COUNTRY OF IMPORT. LICENSEE ACKNOWLEDGES THAT THE CORPORATION MAINTAINS A POLICY AGAINST ENGAGING IN ANY ILLEGAL

ACTIVITIES AND WILL NOT BUY OR SELL PRODUCTS OR SERVICES PROVIDED THROUGH THE USE OF ANY UNLAWFUL OR UNETHICAL PRACTICES.

LICENSEE acknowledges that it is the Corporation's policy to stop and/or prevent known illegal activities. If the Corporation determines in its reasonable judgment, made in good faith and based on probative evidence, that LICENSEE or any subcontractor or supplier of LICENSEE has violated any applicable law, rule, or regulation or has engaged in any of the above practices, the Corporation may: (a) provide all available information, including the name of such LICENSEE or subcontractor, to applicable government agencies and law enforcement officials for appropriate action; and/or (b) exercise its contractual termination rights under the Trademark License Agreement if such activities are not timely cured under the terms thereof.

To assist the Corporation in assuring compliance with the Code of Conduct and this Compliance Statement, LICENSEE agrees to: (i) require all of its officers and employees who will be responsible for or involved with the implementation of procedures designed to ensure compliance with the Code of Conduct to review and familiarize themselves with this Code of Conduct; (ii) require all of LICENSEE's suppliers, contractors, and subcontractors (referred to herein collectively as "subcontractors") to execute and deliver to the Corporation a Compliance Statement on or before their manufacture of products or provision of services for LICENSEE; (iii) provide the Corporation with access to its and any of the authorized subcontractor's facilities to conduct inspections; and (iv) provide, upon reasonable request, the Corporation with proof of compliance by LICENSEE and its subcontractors with applicable labor laws and regulations, including, without limitation, proof that all employees meet minimum legal working age and pay requirements and the right to interview such employees regarding the same. The Corporation intends to make every available effort to assure the veracity of all documents it receives and reviews.

LICENSEE acknowledges and agrees that the Corporation may require LICENSEE to reaffirm or re-execute this Compliance Statement and that this Compliance Statement and the Code of Conduct replace and supplant any prior Compliance Statement or Code of Conduct governing LICENSEE's relationship with the Corporation. As a duly authorized officer or director of LICENSEE, the undersigned acknowledges that he/she has read the Code of Conduct and Compliance Statement and understands that LICENSEE's business relationship with the Corporation is based on LICENSEE's full compliance with the Code of Conduct and Compliance Statement. The undersigned understands that LICENSEE's failure to abide by the terms of the Code of Conduct and Compliance Statement may, in the Corporation's sole discretion, result in the Corporation's immediate cancellation or termination of any and all outstanding agreements between the Corporation and LICENSEE.

If LICENSEE proposes to utilize any subcontractors or other business partners in connection with the manufacture of products under license or contract with the Corporation or any of its affiliates, LICENSEE agrees to provide to the Corporation: (a) a statement disclosing the name, address, telephone and fax numbers and contact names of any such subcontractors and business partners, all of whom shall be subject to review and prior written approval or disapproval by the Corporation; and (b) a Fruit of the Loom Code of Conduct and Compliance Statement signed by each such person or entity.

ACCEPTED AND AGREED TO:

[INSERT COMPANY]:

By: _____

Name: _____

Title: _____

Date: _____

En accord avec les présentes reliées par ~~les~~ ~~ACT~~ empêchant toute substitution ou addition, sont sciemment signées à la dernière page.

