

Tiffany and Company

MASTER SERVICES AGREEMENT

This Master Services Agreement is made as of August 6th, 2025, by and between **Tiffany and Company**, a New York corporation with offices at 200 Fifth Avenue, New York, NY 10010 (“**Client**”) and **Stitch It**, having its principal place of business at 845 Harrinton Court, Unit 100A, Burlington, Ontario L7N 3P3 Canada (“**Contractor**”).

WHEREAS, Client has agreed to use Contractor to perform certain services and to provide certain goods, in each case to be set forth in a Statement of Work (“**SOW**”) in the form attached hereto as **Exhibit A** (the “**Services**”), and be subject to the terms, covenants and conditions set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Contractor hereby agree as follows:

SERVICES

- 1. Description.** Contractor will provide to Client the Services pursuant to the terms, conditions, fees and schedules set forth in this Agreement. The terms of the initial engagement are set forth in the SOW attached hereto as **Exhibit B**. The terms of any future engagements will be set forth in additional SOWs, to be signed by both parties and governed by the terms herein. Contractor shall perform all Services in a good and workman-like manner, and on such days and times to be directed by Client. Each SOW shall specify the Contractor’s fee for the Services (the “**Fee**”), in accordance with the Pricing Schedule attached to such SOW hereto as **Exhibit C** (the “**Pricing Schedule**”). The Pricing Schedule may be updated from time to time by mutual agreement of the parties hereto, following the third (3rd) anniversary of the date hereof.
- 2. Additional Services and Change Orders.** During the performance of the Services, Client may request in writing, and Contractor may agree, to make changes to the Services, and/or to add services that are not described in the SOW. Any additional services requested by Client (“**Additional Services**”) will be subject to a written, mutually agreed-upon change order, including applicable pricing and terms at Contractor’s rates for comparable services. Upon the mutual execution of any such change order, the Services will be deemed to include such Additional Services. Unless and until the Contractor and the Client (each, a “**Party**” and together, the “**Parties**”) mutually execute such change order, only the terms of this Agreement will apply.
- 3. Users of Services.** The Services may be used by Client and/or its affiliated companies. Client and/or its affiliated companies may enter into Statements of Work under this Agreement, in order to receive Services hereunder.

TERM AND TERMINATION

- 4. Term and Termination.** The term of this Agreement shall commence on the date hereof and continue for a period of three (3) years from the date hereof. Upon the expiration of the initial term, the term of the Agreement shall automatically renew for successive periods of one (1) year. Notwithstanding the foregoing, this Agreement may be terminated by Client without cause by providing at least thirty (30) days prior written notice.

- 5. Termination for Cause.** In the event a Party breaches a material term or provision of this Agreement and such breach is not cured within fifteen (15) days after receipt of written notice from the non-defaulting Party, the non-defaulting Party may, without waiving any other rights or remedies, terminate the Agreement immediately upon written notice to the defaulting Party. In addition, this Agreement or Statements of Work under this Agreement may be terminated by Client immediately in the event that Contractor (i) files, or has filed against it, any petition or action in bankruptcy or for the relief from creditors, (ii) makes any assignment for the benefit of creditors, (iii) becomes insolvent or (iv) ceases to meet its financial obligations when due. If Client terminates this Agreement or any SOW hereunder pursuant to this Section 5, all deposits or other amounts or assets issued by Client to Contractor in respect of Services not yet performed or Goods not yet delivered to Client shall be immediately reimbursed, or transferred back by, Contractor to Client.
- 6. Effect of Termination.** Upon termination, Client shall compensate Contractor for Services satisfactorily completed as of the date of receipt of notice of termination. In the event that the Client has already paid for Services not yet performed (by way of a deposit or otherwise), the Contractor shall refund to the Client the amount of such overpayment within ten (10) days (or, in the case of a termination pursuant to Section 5, such earlier time as may be required by such Section 5) of the termination date.

COMPENSATION/BOOKS AND RECORDS/AUDIT RIGHTS

7. Invoicing & Payment; Disputed Amounts.

- (a) *Purchase Orders.* Purchase orders (each, a “Purchase Order”) will be generated to Contractor by Client. On or prior to the date of this Agreement, Contractor shall complete registration on a Procure to Pay system, or other substantially similar system, in each case as selected by Client, in order to facilitate the electronic submission of invoices by Contractor to Client. Once such registration is complete (and Contractor is fully onboarded onto such system), Client may cause a Purchase Order to be issued from such system for all or any portion of the Services or Goods. Contractor may begin performing a Service or supply Goods to Client only after Contractor has received a Purchase Order from Client in respect of such Service or Goods (it being understood and agreed that Client does not have any obligation to pay for or accept any Service or Good for which a Purchase Order was not issued). Client agrees to the compensation as outlined in the Purchase Order and that any pricing set forth in any mutually agreed upon Pricing Schedule and/or Statement of Work shall apply in respect of any Services or Goods ordered by Client pursuant to a Purchase Order during the term of this Agreement. Contractor’s acceptance of final payment under this Agreement, without any further documentation, shall constitute a complete release by Contractor of every claim against Client identified in or relating to the applicable Purchase Order and any mutually agreed upon Pricing Schedule and/or SOW.
- (b) *Invoicing.* Contractor shall submit all invoices to Client:
- i. through the aforementioned Procure to Pay (or other Client selected) system;
 - ii. against the corresponding Purchase Order issued by Client for the applicable Services or Goods therein;
 - iii. within ninety (90) days after the month in which the applicable Services were performed or Goods delivered; and
 - iv. with all fields required thereby included (and, if applicable, such other

information as Client may reasonably request).

- (c) *Payment Terms.* All properly invoiced, documented, and approved amounts shall be payable by Client within sixty (60) days after receipt of such invoice.
 - (d) *Disputed Amounts.* Client may withhold payment of particular charges that Client disputes in good faith or that were not properly submitted to Client, provided that it notifies Contractor in writing (through Client's Procure to Pay or other system or otherwise) of the dispute or the improper submission within sixty (60) days of receipt of the invoice, and works with Contractor in good faith to promptly resolve the dispute. Client reserves the right to request additional supporting documentation or itemization of any invoiced fees or costs for Client's own verification or records (it being understood that no invoices shall be processed or approved for payment by Client until such additional documentation or itemization as Client may reasonably request has been provided). It is understood and agreed that Contractor's submission of invoices that are not in compliance with the terms of the Agreement may result in delay of payment or refusal to pay by Client. Unless otherwise expressly stated in the applicable SOW, Client will not be obligated to pay any invoices submitted to Client more than ninety (90) days after the month in which the applicable Services were performed or Goods were provided.
 - (e) *Competitive Quotations.* Notwithstanding the foregoing, Client reserves the right to obtain competitive quotations from alternative suppliers in respect of any of the Services or Goods commencing one year after the effective date of the applicable SOW. In the event Client receives a quotation(s) from such an alternative supplier(s) in respect of substantially similar services to the Services set forth in the applicable SOW that denotes a price that is lower than the price set forth in the Pricing Schedule or the SOW, Contractor agrees to adjust pricing in the Pricing Schedule or SOW, as applicable, within thirty (30) days following notification of Client's receipt of such quotation to a price equal to or lower than the price set forth in such quotation.
- 8. Taxes/Duties/Fees.** Contractor shall be liable for and, to the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold Client harmless from the reporting, filing and payment of any taxes (whether sales, use, VAT or any other tax), duties, charges, licenses, or fees (and any related fines, penalties or interest) imposed directly or indirectly on Contractor or its subcontractors, employees, agents, or servants, or on Client as a result of Contractor's performance or non-performance hereunder.
- 9. Books and Records.** Contractor shall prepare and maintain complete and accurate books and records (according to United States' generally accepted accounting principles or such other accounting standard or principles as are reasonably acceptable to both parties) sufficient to verify compliance with this Agreement and any SOW executed hereunder.
- 10. Audit Rights.** During the term of this Agreement and up to two (2) years thereafter, Client's auditors (including internal audit staff and/or external auditors), inspectors, and regulators shall have the right, by providing reasonable advance written notice, to review and audit Contractor and/or any of Contractor's subcontractors under this Agreement or any SOW, during regular business hours upon reasonable notice to Contractor: (i) in order to examine books, data and records relating to the Services, in order to verify Contractor's (and/or its subcontractor's) compliance with this Agreement or any SOW (including to verify the accuracy of invoices); (ii) to examine Contractor's (and/or its subcontractor's) performance of the Services or compliance with this Agreement; (iii) to perform audits of security practices and procedures (to the extent relevant to the provision of Services); and/or (iv) as necessary to meet applicable regulatory requirements.

Contractor shall provide to Client's auditors, inspectors, and regulators (at no additional charge to Client) such reasonable cooperation and assistance as such auditors, inspectors or regulators require. If an auditor, inspector or regulator finds that Contractor has acted in material breach of this Agreement, Contractor shall bear the reasonable costs of the Client audit. If as a result of an audit or otherwise it is determined that Contractor has overcharged Client, Contractor shall immediately credit Client's account for an amount equal to the overcharge. If an audit of the charges discloses that Contractor's overcharges exceeded three percent (3%) of the total charges during the period audited, Contractor shall also reimburse Client for the reasonable cost of such audit.

OWNERSHIP AND INTELLECTUAL PROPERTY

11. Ownership. It is the clear understanding of the Parties that any data collected, or drawings, reports, tools, models, molds, electronic files, patents, inventions (whether patentable or not), copyrights, moral rights, design rights, trademarks, trade names, business names, service marks, logos, service names, trade secrets, know-how, domain names, database rights and any other intellectual property or proprietary rights (whether registered or unregistered) including rights in computer software and all registrations and applications to register any of the aforesaid items, rights in the nature of the aforesaid items in any country or jurisdiction, any rights in the nature of unfair competition rights and rights to sue for passing off, created by Contractor during the term and/or performance of this Agreement ("**Intellectual Property**") remains the exclusive property of Client and/or its end users. The Contractor shall fully indemnify and hold harmless the Client from any and all claims, losses and other amounts arising from or in connection with (i) any default (actual or alleged) by the Contractor under any licenses of any third party Intellectual Property rights in connection with the services; or (ii) any infringement (actual or alleged) in respect of the developed intellectual property or any third party's Intellectual Property rights in connection with the provision of the Services. The Contractor's creation and authorship of any Intellectual Property is by and in accordance with Client's special commission, and all copyrights in all respects shall be considered works for hire and owned by Client. If for any reason the Intellectual Property is not proper subject matter to be deemed "commissioned work," the Contractor does hereby irrevocably convey, assign and transfer to Client all right, title and interest, including, without limitation, the proprietary rights in and to the Intellectual Property as of the date of their creation. The Contractor acknowledges and agrees that it retains no rights whatsoever to the Intellectual Property and hereby waives and releases any moral rights therein and the rights in and to any future use or exploitation thereof in the event of termination of this Agreement and/or any SOW by either party for any reason, the Contractor shall promptly provide to Client, upon request, all Intellectual Property prepared through the date of termination.

CONFIDENTIALITY

12. Confidentiality. For purposes of this Agreement, "Confidential Information" means any information, data, or know-how relating in any manner to the disclosing party or its business that is of a nature that a reasonable person would understand it to be confidential. Notwithstanding the foregoing, Confidential Information shall be deemed to include (i) strategic business information including financial statements, budgets, business strategies, employees, employee benefits, future marketing, business and product plans and developments, pricing, sales or marketing information and client/customer information, (ii) any and all notes, analyses, compilations, studies, summaries, and other material, however documented, containing or based, in whole or in part, on any information included in items (i) and (ii) above; and (iii) data and information, in any form or media, submitted to Contractor by or on behalf of Client or any of its affiliated companies, or obtained from Client by Contractor in connection with the Goods or Services. Confidential Information may include information disclosed to the receiving party by an entity related to the disclosing party.

13. Exclusions. Confidential Information does not include information, data or know-how which the receiving party can demonstrate: (i) was independently developed by the receiving party without any use of the disclosing party's Confidential Information or by the receiving party's employees or other agents (or independent contractors hired by the receiving party) who have not been exposed to the disclosing party's Confidential Information; (ii) becomes known to the receiving party, without restriction, from a source other than the disclosing party that had no duty of confidentiality to the disclosing party with respect to such information; (iii) was in the public knowledge at the time it was disclosed or becomes in the public knowledge through no act or omission of the receiving party; or (iv) was rightfully known to the receiving party, without restriction, at the time of disclosure.

14. Obligations. Each party shall maintain all of the other party's Confidential Information in strict confidence and will protect such information using the highest care that the receiving party uses to protect its own Confidential Information of a similar nature, but in no event less than reasonable care. Except as provided in this Agreement, a party shall not use or disclose any Confidential Information of the other party without the express prior written consent of such other party. Each party agrees not to use the Confidential Information of the other party for the receiving party's own use or for any purpose other than in the performance of the parties' respective obligations under this Agreement. Each party may disclose Confidential Information of the other party only to those employees, agents, consultants, contractors, and subcontractors with a need to use the information to perform such party's obligations under this Agreement (and provided that Client may disclose Confidential Information to third parties as and to the extent necessary for the conduct of Client's business); provided that non-employees of either party who have access to Confidential Information of the other party must sign an agreement containing confidentiality obligations substantially similar in content to this Agreement before receiving or having access to the Confidential Information. Each of Contractor and Client shall be responsible for any breach of these Sections 12 through 16 by its employees, agents, suppliers or subcontractors. In the event of any actual or suspected misuse, misappropriation, disclosure or loss of, or inability to account for, any Confidential Information of the disclosing party, the receiving party agrees to promptly: (a) notify the disclosing party in writing; (b) furnish the disclosing party full details of such, and use reasonable efforts to assist the disclosing party in investigating; and (c) cooperate with the disclosing party to halt any continuing breach and/or disclosure of such Confidential Information.

It is agreed that nothing in this Agreement shall prevent (i) either party from complying with any court order, subpoena, or other direction by any court or administrative agency requiring disclosure of any proprietary or Confidential Information provided that the receiving party gives prompt notice of any proposed disclosure to the disclosing party (to the extent that the receiving party is legally able to do so) to enable the disclosing party to seek a protective order or other appropriate relief, and in the event that such a protective order is not obtained, such receiving party discloses only that portion of the Confidential Information which such receiving party's counsel advises that such receiving party is legally required to disclose; or (ii) either party or its counsel from initiating communications directly with, responding to any inquiry from, providing testimony before, or providing information to, any U.S. federal, state or local government agency or commission or any self-regulatory organization, in each case without notice to the disclosing party.

The parties hereunder acknowledge that Section 7 of the Defend Trade Secrets Act of 2016 and USC, Title 18, Section 1833 (as amended) provides that the receiving party of Confidential Information hereunder shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; (b) in a complaint or

other document filed in a lawsuit or proceeding if such filing is made under seal; or (c) to the receiving party's attorneys to use such trade secret in connection with a lawsuit for retaliation by the disclosing party for reporting a suspected violation of law, provided that receiving party files any document containing such trade secret under seal and does not disclose such trade secret, except pursuant to court order.

The provisions of these Sections 12 through 16 shall not limit any of the rights of the parties as set forth in Section 11.

15. Nondisclosure; Promotional Materials. Neither party shall at any time disclose the terms of this Agreement to any third party; provided however, that the terms of this Agreement may be disclosed by either party in connection with an actual or proposed merger, acquisition, or similar transaction, so long as such receiving entity first agrees in writing to obligations substantially similar to those described in these Sections 12 through 16. Contractor agrees that it may not publicly refer to Client, orally or in writing, as a customer of Contractor. Contractor, its employees, agents, representatives, or subcontractors may not include Client, its parent, subsidiaries or affiliated companies' names and marks, and may not include a description of the Goods or Services provided under this Agreement or make any reference to an association with Client, its parent, subsidiaries or affiliated companies in any public announcement, advertising, news release, promotional pieces or in any other manner, including Contractor's customer lists and website, or Contractor's employee, agent or subcontractor social or professional sites (e.g. Facebook, LinkedIn). Contractor, its employees, agents, or subcontractors may not use the TIFFANY & CO. name, trademarks or other indicia for any purpose without prior written permission of Client.

16. Return of Confidential Information. As requested by Client during the Term, upon expiration or any termination of this Agreement or an applicable SOW, or upon completion of a party's obligations under this Agreement or an SOW: (a) each party shall return or destroy all Confidential Information received or obtained from the other party, or if such Confidential Information is software, deactivate such software, and (b) in the case of Contractor, Contractor shall (as elected by Client in its discretion) return or destroy all Confidential Information created or received by Contractor on behalf of Client; provided however, that each party may retain archival copies as necessary to comply with document retention laws and regulations, and provided further that a party shall have no obligation to destroy any Confidential Information that is subject to a claim, dispute or lawsuit or in any other circumstances in which such party reasonably believes that destruction of Confidential Information would be unethical or unlawful. The parties' obligations respecting Confidential Information shall survive expiration or termination of this Agreement.

COMPLIANCE WITH POLICIES/LAWS

17. Compliance with Client's Policies. Contractor shall at all times strictly adhere to, and shall cause each of Contractor's employees, subcontractors and subcontractors' employees to strictly adhere to, Client's Supplier Code of Conduct attached hereto as **Exhibit D** and Client's Compliance Policies Addendum attached hereto as **Exhibit E**. Contractor acknowledges and agrees that Client may, in its sole discretion, make changes to its policies from time to time by giving written notice to Contractor and such changes shall be effective upon the delivery of such notice. Any references in this Agreement to the Supplier Code of Conduct and/or Compliance Policies Addendum shall mean such document as updated from time to time.

18. Compliance with Applicable Law and Standards. Contractor shall comply with all local, state and federal laws in performing the Services. Contractor shall comply with applicable federal and international law and/or standards regarding employment, including the procurement of visas or other required documents. Contractor's Services and attendant work product shall

also comply with all applicable accessibility laws and standards, including physical and website accessibility standards (e.g., Americans with Disabilities Act or other applicable accessibility law and/or WCAG 2.0AA or such higher standard in effect during the Term of this Agreement and as may be set forth in the SOW.

- 19. Compliance with IRCA.** Contractor agrees at all times to remain in strict compliance with all terms, provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986, as amended (“**IRCA**”), and to require such compliance of its franchisees and subcontractors. Although Contractor assumes full responsibility for ensuring such compliance, Client reserves the right to request proof of Contractor, its franchisees, and/or its subcontractors’ compliance with IRCA at any given time. Within three (3) days of receipt of a written request from Client, Contractor shall provide Client with copies of the I-9 form or such other documentation as may be appropriate to satisfy Client as to Contractors’, its franchisees’ and/or its subcontractors’ compliance with IRCA.
- 20. Prohibited Gifts, etc.** Contractor represents and warrants and agrees that it will not (i) offer or convey to any of Client's officers, employees or agents any gratuities, gifts, compensation, remuneration or perquisites of any kind (including holiday or birthday gifts), excepting only prepared foodstuffs, beverages, flowers or advertising items with nominal value, or (ii) sell to any of such persons any merchandise. This paragraph does not prohibit Contractor from providing ordinary and customary meals or entertainment (including at golf and tennis outings and the like) to Client employees for the purpose of discussing existing or potential business, provided that such meals or entertainment (A) is for a valid and legitimate business purpose and involves a bona fide business discussion, (B) is neither so frequent nor so extensive as to raise any question of impropriety, (C) is not conditioned on achieving a particular improper benefit, (D) involves the giver of the invitation also attending the Business Entertainment, and (E) does not include individuals known to be Government Officials absent advance approval from Tiffany’s Legal Department (Legal@Tiffany.com). Airline tickets and/or living accommodations may not, in any circumstance, be provided. If it is found that the provisions of this paragraph have been violated by Contractor, or any of Contractor’s officers, employees or agents, Client may, by written notice to Contractor, terminate all outstanding SOWs between Contractor and Client, for cause. If requested to do so by Client, Contractor will provide a signed affirmation that it has not violated the provisions of this paragraph.
- 21. Indemnification.** Contractor agrees to indemnify, defend and hold Client, its shareholders, parent, affiliates and subsidiaries, and its and their directors, officers, agents, representatives, and employees harmless from and against any and all claims, liabilities, losses, obligations, suits, judgments, damages, penalties, fines, costs and expenses, including but not limited to reasonable attorneys’ fees and costs of defense of any type whatsoever arising out of or in any way connected with the Services to be performed hereunder, or arising out of Contractor’s breach of the terms of this Agreement. This indemnification provision shall survive the expiration or termination of this Agreement.

INSURANCE

- 22. Insurance.** Contractor shall obtain and cause its franchisees and/or subcontractors to obtain, at its own cost and expense, and maintain during the term of this Agreement and for three years thereafter, the following insurance policies in connection with the performance of the Services (“**Policies**”):
- (a) Commercial General Liability Insurance: comprehensive or commercial form minimum limits each for each occurrence of \$2,000,000 with an aggregate limit \$5,000,000, \$2,000,000 bodily injury and property damage, including coverage for contractual liability, personal injury, independent contractors, and broad form property damage, products and completed operations coverage, and \$5,000 medical expenses.

- (b) Worker's Compensation Insurance with a limit of not less than \$1,000,000 per employee and per event, \$1,000,000 each accident, \$1,000,000 policy limit, including Disability Insurance, Employer's Liability Insurance and such other insurance as may be required by the laws of the State of New York or the internal rules or policies of Client;
- (c) If use of a vehicle is a required part of the Services provided hereunder, Business Automotive Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence. Said policy shall include coverage for owned, non-owned, leased and hired vehicles; and
- (d) Umbrella/Excess Liability Insurance with a minimum limit of \$5,000,000.
- (e) Privacy and Network Liability (Cyber Liability): If Contractor has access to Client's network or Sensitive Data, \$10,000,000 per occurrence and \$10,000,000 per aggregate.

Each of the Policies shall name Client (Tiffany and Company) as an additional insured, as appropriate, and shall contain such other terms, conditions, endorsements and limitations as are reasonably required by Client or its insurance advisors. Contractor shall provide written notice to Client at least thirty (30) days prior to any cancellation, termination, or material reduction of any of the Policies. The Policies shall be "Occurrence Basis" policies and not "Claims Made" policies. The Policies shall be primary and noncontributing with any insurance carried by Client.

Contractor shall obtain and deliver to Client a certificate or certificates of insurance evidencing compliance with the above insurance requirements and signed by a licensed broker or brokers. The liability of Contractor shall in no way be limited as a result of the cancellation of any Policy or portion thereof, nor shall Contractor's liability be limited due to any insufficiency or limitation with respect to such Policies. Contractor shall not do anything, or cause or permit another Party to do anything that would in any way increase the rate of any insurance maintained by Client.

OBLIGATIONS OF THE PARTIES

- 23. Site Preparation.** Client shall only be responsible for supplying such space or other site requirements as indicated on the applicable SOW. Contractor shall be responsible for providing all equipment, materials, supplies, personnel and other resources necessary to provide the Services.
- 24. Contact Person.** Each Party will designate an initial point of contact with the authority to discuss and resolve day-to-day issues between the Parties relating to the Services.
- 25. Secure Access.** In the event that the performance of the Services requires the Contractor to access any secure areas of the Client's premises, the Contractor shall comply with all requirements which may be imposed by Client prior to and during such access, including without limitation, performance of a background check.
- 26. Hazardous Materials.** Contractor shall not bring into, use, or install any hazardous materials in the Client's premises.
- 27. Site Safety.** Contractor shall observe the working rules and policies of the Client while on the Client's premises. Additionally, Contractor shall keep the Client's premises free from accumulation of waste materials or rubbish caused by Contractor's operations. Contractor shall be responsible for site safety and shall initiate safe practices and procedures to ensure the safety of its employees, agents, and subcontractors, if any. The Services shall be performed in accordance with the recommendations of the National Institute of Occupational Health

(NIOSHA) the U.S. Environmental Protection Agency (EPA) and the requirements of the Occupational Health and Safety Administration (OSHA) asbestos standard.

GOODS

- 28. International Shipping (To/From United States and/or among non-U.S. markets).** Costs for packing, packaging, and handling occurring in the Contractor's originating location(s) and/or facility(ies) will be borne by the Contractor. Contractor shall include a complete packing list with, or affixed to each shipment. Contractor shall pack Goods (as defined below) to prevent damage and deterioration in accordance with best commercial practice and shall ship all Goods on the basis of the shipping terms specified in Incoterms 2010 (publication no. 560 of the International Chamber of Commerce) Free Carrier ("FCA") or as specified in the applicable SOW (the "**Shipping Terms**"). Contractor will place Goods in the hands of the carrier or freight forwarder designated by Client at the FCA location indicated in the applicable SOW. If the applicable SOW indicates other Incoterms, Contractor agrees to make Goods available to Client packed, packaged and handled at location(s) and/or facility(ies) determined by the selected Incoterm in the applicable SOW.
- 29. Domestic Shipping (Within the United States).** Costs for packing, packaging, and handling occurring in the Contractor's originating location(s) and/or facility(ies) will be borne by the Contractor. Contractor shall include a complete packing list with, or affixed to each shipment. Contractor shall pack Goods to prevent damage and deterioration in accordance with best commercial practice and shall ship all Goods using Client's approved carrier(s) unless otherwise agreed to and specified in the applicable SOW.
- 30. Inspection/Rejection and Acceptance.** All goods provided by Contractor to Client pursuant to the Services outlined in an SOW (the "**Goods**") shall conform to Client's applicable specifications, drawings, samples or other descriptions. Substitutions or alterations will not be permitted without Client's written consent. Client shall have the right, but not the obligation, to inspect all Goods prior to accepting delivery. The exercise of this right by Client will not relieve Contractor from any of its obligations hereunder. Client reserves the right to reject any Goods which Client determines do not conform to the requirements of this Agreement and to return non-conforming Goods to Contractor, at Contractor's expense. Client's acceptance of any Goods shall not be deemed a waiver of any of Client's rights hereunder, at law or otherwise.
- 31. Warranty.** Contractor will promptly replace or correct, without any expense to Client, any Goods not conforming to the requirements of this Agreement within ten (10) days after receipt of notice from the Client. Contractor shall provide such warranty for a period of twenty-four (24) months from the date of delivery of the Goods. In the event Contractor fails to timely deliver or correct or replace Goods as required herein, Client may procure the Goods from another source or repair or replace the non-conforming Goods and charge the cost thereof to Contractor. Contractor will further warrant all replacement or repaired Goods in accordance with the terms hereof for a further period of twenty-four (24) months from delivery of the replacement or repaired Goods. In addition to any other warranties that may exist at law, Contractor warrants that (a) it owns all rights, title and interest in any Goods to be provided under an SOW and that it has the legal authority to sell, license or otherwise transfer this right to Client, (b) all goods will comply with all applicable laws, rules, or regulations, and (c) all Goods will be (1) provided in a good and workmanlike manner to the satisfaction of Client and free from all defects in workmanship and materials, (2) fit for the purpose intended, (3) of merchantable quality, (4) new, unless expressly permitted otherwise by Client, (5) if of Contractor's design, free from defects in design, (6) produced in accordance with Client's Supplier Code of Conduct attached hereto as **Exhibit D**. All warranties will run to Client, its successors, assigns and customers. In the event that Contractor offers a better consumer warranty with respect to Goods of the type supplied to Client, the warranty set forth above shall be extended to match Contractor's best consumer warranty.

- 32. Title and Risk of Loss.** As to all items to be specifically fabricated, constructed or assembled for Client, title to all work completed or in progress, and all associated equipment, materials, subparts and components which are to become a permanent part of the final product or are to be delivered to Client with the final Goods or Services, and all drawings, diagrams, data, instructions or operations manuals and other associated items, plus all contract rights associated therewith, shall transfer to and become vested in Client from the earliest moment of identification, creation or procurement of such item (each such item, “**Client Owned Property**”). As to all other Goods delivered hereunder, title to Goods shall transfer to and vest in Client at the same identical time that risk of loss transfers to Client, to the extent permissible by law. Notwithstanding the foregoing, Contractor shall exercise due care and be liable for the safe-keeping of all items within its possession or control and shall store, situate and maintain all Client-Owned Property in a manner so as to be readily identifiable and labeled as owned by Client and physically segregated from Contractor’s property and the property of others. Contractor shall not commingle any Client-Owned Property with any of Contractor’s own property or the property of others.
- 33. Liens.** All Goods delivered and work performed under this Agreement will be free of all liens, charges, claims and similar encumbrances, and, if Client requests, a proper release of all liens or satisfactory evidence of freedom from liens and other claims will be delivered to Client prior to any payment.

GENERAL

- 34. Force Majeure.** Neither Party shall be responsible for any failure or delay in the performance of any obligation hereunder, if such failure or delay is due to a cause beyond the Party’s reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, third-Party suppliers, or governmental acts.
- 35. Governing Law.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of New York without reference to its choice of law principles.
- 36. Disputes.** In the event of a claim or dispute arising out of this Agreement, Contractor and Client shall seek to resolve the same by a mandatory binding arbitration, using Judicial Arbitration and Mediation (JAMS) rules. The prevailing party shall be entitled to reimbursement or payment, as the case may be, of its reasonable attorney’s fees and expenses from the non-prevailing party.
- 37. Relationship Between the Parties.** Contractor is engaged hereunder solely in the capacity as an independent contractor and nothing in this Agreement shall be construed as creating any employment, partnership, joint venture or agency relationship of any kind between the Parties. In no event will either Party have the power to bind the other.
- 38. Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 39. Notices and Requests.** All notices, consents or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent by: (a) hand delivery; (b) express mail for overnight delivery (return receipt requested); (c) certified or registered mail (return receipt requested); or (d) recognized overnight courier service; or (e) email (with a confirmation of delivery) as follows:

If to Client: 200 Fifth Avenue, New York, NY 10010 Attn: Scott R. Shaw, with a copy of any legal notices addressed to Tiffany and Company, 200 Fifth Avenue, New York, New York 10010, Attn: Legal Department – General Counsel.

If to Contractor, addressed to Dale Beeston, Director Business Development

The effective date of any notice or communication referred to hereunder shall be the date of receipt.

- 40. Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that Client may, without the consent of Contractor, assign the Agreement to an affiliate of the Client. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the Parties.
- 41. Other Agreements.** At Client's sole election, any default by Contractor under this Agreement shall be deemed a default by Contractor under any other agreement between Contractor and Client or any of Client's affiliates and a default by Contractor under any other agreement it has with Client or any of Client's affiliates shall be deemed a default by Contractor under this Agreement. Upon such default, in addition to any other remedies available, Client shall be entitled to withhold from any amount due the Contractor hereunder any sums which may be owed Client or any of its affiliates by Contractor either under this Agreement or any other agreement between Client or its affiliate and Contractor.
- 42. Time is of the Essence.** Time shall be expressly declared to be of the essence for obligations hereunder. Any actual or anticipated delays shall be reported promptly by Contractor to Client. In the event of any delay, Client shall be entitled to (i) recover from Contractor all losses and costs incurred from the delay, (ii) cancel all or part of the Services and/or (iii) in its sole discretion, immediately terminate this Agreement. If delivery occurs more than twenty-one (21) days following the date for delivery established in the applicable SOW and Client accepts the goods, Client shall be entitled to recover, as liquidated damages and not as a penalty, an amount equal to five percent (5%) of the purchase price attributable to the part of the Services delivered late. Contractor agrees that Client's damages in such a situation would be difficult to establish with precision and that the aforesaid percentage constitutes a reasonable estimate of Client's loss.
- 43. Entire Agreement; Amendments.** Each Party agrees that this Agreement is the complete and exclusive statement of the agreement between the Parties. In the event of any conflict between the provisions of this Agreement and any exhibit, attachment or other document incorporated by reference in this Agreement, the provisions of this Agreement shall control. This Agreement may be modified or altered only by a written instrument that refers to this Agreement and is duly executed by an authorized representative of each Party. Any and all Services performed by Contractor heretofore in anticipation of entering into this Agreement are hereby merged into this Agreement.
- 44. Counterparts.** This Agreement may be signed in multiple counterparts, each of which will be considered an original, and all of which will be considered one and the same document. This Agreement may be executed by facsimile or electronic “.pdf” signature.

IN WITNESS WHEREOF, the Parties, being duly authorized, have executed this Agreement as of the date first above written.

TIFFANY AND COMPANY

Stitch It

By: Diana Borges

By: Dale Beeston

Name: Diana Borges

Name: Dale Beeston

Title: Director – Operations

Title: Director, Business Development

Date: 12-Aug-25

Date: 12-Aug-25

EXHIBIT A- FORM

STATEMENT OF WORK

This Statement of Work (the “**SOW**”), dated August 6th, 2025, is an attachment to, and forms part of that certain Master Services Agreement made by and between Tiffany and Company (“**Tiffany**” or “**Client**”) and Stitch It (“**Contractor**”), dated as of August 6th, 2025 (the “**Agreement**”).

Unless stated otherwise, all defined terms in this SOW shall have the meaning as set out in the Agreement. All Services performed by Contractor pursuant to this SOW shall be subject to all of the terms and conditions of the Agreement, as if this SOW had been placed simultaneously with the execution and delivery thereof.

Project/Premises: Tiffany and Company Canadian Store locations as referenced

Description of Services/Goods: TIFFANY UNIFORM ALTERATION SERVICES. TIFFANY AND COMPANY RETAIL OPERATIONS

Schedule for Completion: As specified by each Tiffany and Company store location

Fee: Refer to Pricing “Exhibit C”

Fee Payment Schedule: N/A

Additional Insureds: Tiffany and Company U.S. Sales, LLC., 200 5th Ave., New York, NY, 10010, USA; Tiffany and Company, 200 Fifth Ave., New York, NY, 10010, USA; Tiffany & Co., its subsidiaries and affiliated companies, 200 Fifth Ave., New York, NY 10010, USA

Client Contact: **Diana Borges** Diana.borges@tiffany.com

Contractor Contact: [Dale Beeston](mailto:dbeeston@stitchit.com) dbeeston@stitchit.com

Purchase Order Requirement: Notwithstanding anything above to the contrary, this Statement of Work is not an authorization to Contractor to commence work or incur fees. Contractor may begin performing a Service or supply Goods to Client only after Contractor has received a Purchase Order from Client in respect of such Service or Good. Client shall not have any obligation to pay for or accept any Service or Good for which a Purchase Order was not issued.

IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the date hereof.

TIFFANY AND COMPANY

STITCH IT

By: Diana Borges
Name: Diana Borges
Title: Director – Operations

By: Dale Beeston
Name: Dale Beeston
Title: Director, Business Development

EXHIBIT B
Statement of Work (Initial Engagement)

Store Locations & Approximate Headcount

Location	Employees
Toronto - Bloor	25
Toronto - Yorkdale	45
Toronto - Sherway	16
Toronto – Square One	10
Ottawa - Rideau	14
Vancouver - Burrard	25
Vancouver - Holt Renfrew	11
Montreal - Ogilvy	11
Montreal - Ritz	11
Calgary - Chinook	19
Edmonton - West	14
Edmonton	

3. Uniform Volume & Eligible Items

- Approx. **10 garments per employee**
- Items eligible for alteration:

Jackets/Blazers

Shirts

Pants

Skirts

Dresses

- **Pricing and Services** detailed in **Exhibit C**

4. Service Commitments

- **7–10-day national turnaround** from fitting/drop-off
- **30-day fit guarantee** for rework at no charge

5. Fitting Logistics

5.1 In-Mall Locations (7 Stores) – Fittings at Stitch It

Employees at the following Tiffany stores will be fitted at Stitch It locations within the same location:

- **Toronto – Bloor Street**
- **Toronto – Yorkdale Shopping Centre**
- **Toronto – Sherway Gardens**
- **Mississauga – Square One**
- **Ottawa – Rideau Centre**
- **Calgary – Chinook Centre**
- **Edmonton – West Edmonton Mall**

Process:

- Employees visit Stitch It for expert fitting
- Alteration Services provided at Stitch it locations will be *prepaid by employees* at the time of drop off. Payment can be made directly in-store using any major credit (Visa, Mastercard, American Express) or debit card.
- SMS notifications sent when ready, employee will come to pick up and try on
- Alterations completed within the **7-10 day guarantee**

5.2 Vancouver (Burrard & Holt Renfrew)

- One **on-site fitting day per store** at no charge
- Fitting date TBD
- For any alterations required, a debit machine will be available on-site, accepting all major credit cards and debit cards (Visa, Master Card, American Express and Debit)
- Additional fitting days: \$250.00/day
- Employees who would like to have additional work after completion of first fitting, can visit a nearby Stitch It location
- 7–10-day turnaround
- Stitch It will deliver the garments from initial fitting to Tiffany upon completion via courier

5.3 Montreal (Ogilvy & Ritz)

- One on-site **fitting day per store** at no charge
- Additional fitting days: \$250.00/per day
- Fitting date TBD
- For any alterations required, a debit machine will be available on-site, accepting all major credit cards and debit cards (Visa, Master Card, American Express and Debit)
- Employees who would like to have additional work after completion of first fitting, can visit a nearby Stitch It location
- Any employee who cannot make it can visit our two locations at CF Laval or Pointe-Claire
- 7-10 day turnaround
- Stitch It will deliver the garments from initial fitting to Tiffany upon completion via courier

6.Invoicing

- There will be no direct invoicing to Tiffany & Co. All expenses will be paid for directly by the employee.

7.Amendments

7.1 Overview

Stitch It provides full-service alterations for eligible uniform items, tailored for each employee to meet both corporate presentation standards and personal comfort.

7.2 On-Site Fittings & Form Process N/A

7.3 Out-of-Pocket Expenses

- All out-of-pocket services will be charged TCO's rate (15% discount)
- There are **no limitations** on what additional work can be done—it is entirely at the employee's discretion

7.4 Repairs

- Employees may request repair work (e.g. Torn seams, buttons, rips) for any wear and tear and pay out of pocket at the TCO corporate rate.

7.5 Preventing Misuse & Ongoing access for future employees

- To prevent misuse and ensure proper identification, all TCO employees are required to provide their full name (first and last), business card and email address.
- Any future new hires of Tiffany & Co. shall be entitled to access alterations services at Stitch It locations under the same terms outlined in this Agreement. New employees may visit any Stitch It location at their convenience to set up a profile and receive services at the agreed 15% corporate discount rate, provided they present valid identification as described in the section above. This clause shall apply automatically to all new employees without the need for amendment or re-execution of this Agreement.

EXHIBIT C Pricing Schedule

Category	Subcategory	Description	Original Price	15% Off Price	Total
Jackets	Sleeves	Unlined	\$ 18.19	\$ 15.46	\$ 15.46
Jackets	Sleeves	Lined	\$ 41.06	\$ 34.90	\$ 34.90
Jackets	Sleeves	Lined with Buttons	\$ 48.59	\$ 41.30	\$ 41.30
Jackets	Sleeves	Replace Vent	\$ 11.06	\$ 9.40	\$ 44.30
Jackets	Sleeves	Lined with Buttons & Replace Vent	\$ 100.71	\$ 85.60	\$ 85.60
Jackets	Seams	Take In Sides	\$ 47.25	\$ 40.16	\$ 40.16
Jackets	Seams	Through Armhole	\$ 39.54	\$ 33.61	\$ 73.77
Jackets	Seams	With Vent	\$ 47.38	\$ 40.27	\$ 80.43
Jackets	Seams	Take in sides/through armhole/with vent	\$ 134.17	\$ 114.04	\$ 114.04
Jackets	Seams	Take In Center Back	\$ 40.25	\$ 34.21	\$ 34.21
Jackets	Seams	With Vent (Center Back)	\$ 23.85	\$ 20.27	\$ 54.48
Jackets	Buttons	Regular Button	\$ 3.12	\$ 2.65	\$ 2.65

Category	Subcategory	Description	Original Price	15% Off Price	Total
Skirts	Hems	Over 32"	\$ 35.14	\$ 29.87	\$ 29.87
Skirts	Hems	With Vent	\$ 12.22	\$ 10.39	\$ 40.26
Skirts	Hems	With Lining	\$ 15.98	\$ 13.58	\$ 43.45
Skirts	Hems	Over 32" With Vent & Lining	\$ 79.32	\$ 53.84	\$ 53.84
Skirts	Waist & Sides	Center Waist	\$ 37.50	\$ 31.88	\$ 31.88
Skirts	Waist & Sides	With Lining	\$ 15.98	\$ 13.58	\$ 45.46
Skirts	Waist & Sides	With Darts (Waist)	\$ 9.01	\$ 7.66	\$ 39.54
Skirts	Waist & Sides	Adjust Sides	\$ 24.91	\$ 21.17	\$ 21.17
Skirts	Waist & Sides	With Lining	\$ 15.98	\$ 13.58	\$ 34.75
Skirts	Waist & Sides	Hips to Hem	\$ 8.14	\$ 6.92	\$ 28.09
Skirts	Waist & Sides	Adjust sides from hips to hem w/ lining	\$ 49.03	\$ 41.67	\$ 84.01
Skirts	Waist & Sides	Waist to Hips	\$ 23.85	\$ 20.27	\$ 41.44
Skirts	Waist & Sides	Adjust sides from waist to hips w/ lining	\$ 64.74	\$ 55.02	\$ 97.36
Skirts	Waist & Sides	Waist to Hem	\$ 32.56	\$ 27.68	\$ 48.85
Skirts	Waist & Sides	With Darts	\$ 16.87	\$ 14.34	\$ 35.51
Skirts	Buttons	Regular Button	\$ 3.12	\$ 2.65	\$ 2.65

Category	Subcategory	Description	Original Price	15% Off Price	Total
Shirts	Sleeves	Formal Sleeve	\$ 23.58	\$ 20.04	\$ 20.04
Shirts	Sleeves	Move Placket	\$ 21.23	\$ 18.05	\$ 38.09
Shirts	Sleeves	Shorten Slits	\$ 5.81		\$ 4.94
Shirts	Buttons	Regular Button	\$ 3.12	\$ 2.65	\$ 2.65

Category	Subcategory	Description	Original Price	15% Off Price	Total
Pants	Hems	Plain	\$ 13.89	\$ 11.81	\$ 11.81
Pants	Hems	Over 12"	\$ 7.58	\$ 6.44	\$ 6.44
Pants	Hems	Plain hem With Lining	\$ 11.06	\$ 9.4	\$ 21.21
Pants	Waists & Sides	Center Waist	\$ 23.84	\$ 20.26	\$ 20.26
Pants	Waists & Sides	Center Waist w/ lining	\$15.98	\$ 12.58	\$ 32.84
Pants	Waists & Sides	Belt Loop	\$ 9.31	\$ 7.91	\$ 28.17
Pants	Waists & Sides	With Darts	\$ 16.87	\$ 14.34	\$ 14.34
Pants	Waists & Sides	With Topstitching	\$ 12.22	\$ 10.39	\$ 10.39
Pants	Waists & Sides	Adjust Sides/Taper	\$ 24.91	\$ 21.17	\$ 21.17
Pants	Waists & Sides	Adjust Sides/Taper w/lining	\$ 15.98	\$ 12.58	\$ 33.75
Pants	Waists & Sides	Waist to Hips	\$ 23.85	\$ 20.27	\$ 41.44
Pants	Waists & Sides	waist to hips w/ lining	\$ 15.98	\$ 12.58	\$ 32.85
Pants	Waists & Sides	Waist to Hem	\$ 32.56	\$ 27.68	\$ 48.85
Pants	Waists & Sides	Waist to Hem w/ lining	\$ 15.98	\$ 12.58	\$ 48.85
Pants	Waists & Sides	Seat Only	\$ 16.30	\$ 13.86	\$ 13.86
Pants	Waists & Sides	Seat Only	\$15.98	\$ 12.58	\$ 26.44
Pants	Buttons	Regular Button	\$ 3.12	\$ 2.65	\$ 2.65

Category	Subcategory	Description	Original Price	15% Off Price	Total
Dresses	Hems	Over 32"	\$ 43.21	36.73	\$ 36.73
Dresses	Hems	With Lining	\$ 15.98	13.58	\$ 50.31
Dresses	Seams	Adjust Sides	\$ 24.91	21.17	\$ 21.17
Dresses	Seams	With Lining	\$ 15.98	13.58	\$ 34.75
Dresses	Seams	Underarm to Hem	\$ 31.69	26.94	\$ 26.94
Dresses	Seams	Underarm to hem w/ lining	\$ 15.98	12.58	\$ 39.52
Dresses	Seams	Underarm to Waist	\$ 16.87	14.34	\$ 14.34
Dresses	Seams	Underarm to waist w/ lining	\$ 15.98	12.58	\$ 26.92
Dresses	Seams	Underarm to Hips	\$ 16.87	14.34	\$ 14.34
Dresses	Seams	underarm to hips w/ lining	\$ 15.98	12.58	\$ 26.92
Dresses	Seams	Waist and Hips Only	\$ 16.87	14.34	\$ 14.34
Dresses	Seams	Waist and Hips only w/ lining	\$ 15.98	12.58	\$ 26.92
Dresses	Seams	Adjust Back Seam	\$ 25.46	21.64	\$ 21.64
Dresses	Seams	Adjust Back Seam w/ lining	\$ 15.98	12.58	\$ 34.22
Dresses	Seams	With Zipper	\$ 43.62	37.08	\$ 37.08
Dresses	Seams	With Zipper & lining	\$ 15.98	12.58	\$ 49.66
Dresses	Seams	Darts	\$ 25.46	21.64	\$ 21.64
Dresses	Seams	Darts w/ lining	\$ 15.98	12.58	\$ 34.22
Dresses	Buttons	Regular Button	\$ 3.12	\$ 2.65	\$ 2.65

Pricing is Firm Fixed Price through December 31, 2026.

EXHIBIT D
Supplier Code of Conduct

LVMH

SUPPLIER CODE OF CONDUCT

The LVMH Group (the “LVMH Group”)¹ comprises exceptional Maisons that design, create, manufacture and/or sell high quality products or services. The LVMH Group attaches great importance to ensuring that its suppliers (including, but not limited to service providers, distributors, manufacturers, landlords, as well as any third party which has a relationship with any entity within the LVMH Group) and their subcontractors (collectively, “Suppliers”) share a set of common rules, practices, and principles with the LVMH Group with respect to labor standards and social responsibility, protection of the environment, and ethics and business integrity.

Consequently, the LVMH Group establishes and promotes exemplary relations with all its Suppliers anchored in responsibility, fairness, and integrity.

The LVMH Group therefore requires its Suppliers to respect the principles set forth in this Supplier Code of Conduct (“Code”) and to ensure that their own suppliers do the same in the conduct of their activities for the LVMH Group.

In the conduct of its activities, the LVMH Group is committed to complying with all applicable laws, regulations, and national and international conventions, as well as with best practices, in particular with regards to labor standards and social responsibility, protection of the environment, and ethics and business integrity.

The LVMH Group expects its Suppliers to apply the same respect for applicable laws, regulations, conventions, and ethics and business principles in the management of their own companies. Hence, the LVMH Group requires strict compliance with these standards by its Suppliers.

When national legislation or other applicable regulations and this Code address the same topics with different standards, the highest standards and the most restrictive provisions shall apply.

The LVMH Group works with Suppliers which agree to comply with the requirements of this Code and with the principles stipulated in the Conventions of the International Labour Organization, the Universal Declaration of Human Rights, the United Nations Global Compact, the OECD Guidelines for Multinational

¹ The LVMH Group: references in this Code to the LVMH Group include LVMH Moët Hennessy Louis Vuitton SE and each of the entities which are directly or indirectly controlled by LVMH Moët Hennessy Louis Vuitton SE which may act independent of the other including in the control of the information as provided in this Code.

Enterprises and the United Nations Women’s Empowerment Principles and agree to ensure that their own suppliers do the same in the conduct of their activities for the LVMH Group.

In the event of non-conformity with this Code by a Supplier, each of the entity(ies) within the LVMH Group which has a business relationship with such Supplier reserves the right to require correction of the violations, suspend purchases, refuse to take delivery under any purchase order and return any goods from the Supplier until the non-conformities have been corrected, and may terminate its business relationship with the Supplier, in addition to any other rights or remedies available to such entity(ies) within the LVMH Group.

1. LABOR STANDARDS AND SOCIAL RESPONSIBILITIES

The LVMH Group requires its Suppliers to exhibit exemplary social responsibility in their conduct.

- **Prohibition of child labor:** Work by children under the age of 16 is strictly prohibited. In countries where local laws set a higher age for child labor or set an age for completion of compulsory education higher than 16, the highest age is applicable. Workers under the age of 18 shall not perform any overtime or hazardous work or work a night shift. Suppliers may use lawful, legitimate, properly-managed workplace apprenticeship programs, such as student internships.
- **Prohibition of forced labor and human trafficking:** The LVMH Group does not tolerate any form of abusive or illegal labor in its supply chain such as forced labor or human trafficking. All forms of forced labor, slavery, servitude or trafficking in human beings by Suppliers, as well as withholding identity papers or work permits or requiring workers to deposit a bond or the use of any other constraint, is strictly prohibited. All workers are entitled to accept or leave their employment freely. Suppliers must respect workers freedom of movement. Suppliers cannot require workers to work to repay a debt to them or to a third party.
- **Prohibition of illegal, clandestine, and undeclared employment:** Suppliers are required to comply with all applicable regulations to prevent illegal, clandestine, and undeclared employment.
- **Prohibition of harassment and abuse:** Suppliers are expected to treat their workers with respect and dignity. Suppliers must refrain and prohibit any behaviors and practices that cause any form of corporal punishment, physical, sexual, verbal, or psychological harassment or any other kind of abuse.
- **Prohibition of discrimination:** The LVMH Group expects its Suppliers to treat all workers equally and fairly. Suppliers may not engage in any kind of discrimination – in particular with regards to wages, hiring, access to training, promotion, maternity protection, and dismissal – based on sex, race or ethnic origin, religion, age, disability, sexual orientation, political affiliation, union membership, nationality, gender identity, ancestry or social background.
- **Fair wages and benefits:** Suppliers must at minimum pay accurate wages in legal tender, in a timely manner and on a regular basis, no less than monthly, compensate workers for overtime hours at the legal rate, and meet all legal requirements relating to worker benefits. If there is no legal minimum wage or rate for overtime pay in the country concerned, Suppliers must ensure that the wages are at least equal to the average minimum in the relevant industrial sector and that overtime pay is at least the same as the usual hourly compensation. Wages must be sufficient to meet the workers’ basic needs and provide some discretionary income. Wage deductions shall not be used as a disciplinary measure. Suppliers must communicate pay structure and pay periods to all workers. The LVMH Group requires

its Suppliers to guarantee that all workers receive benefits stipulated by applicable law or in any applicable collective bargaining agreements, company agreements, and other applicable negotiated individual or collective agreements.

- **Working hours:** Suppliers must comply with all local laws and regulations applicable with respect to working hours, which shall not in any case exceed the maximum set by internationally recognized standards such as the International Labour Organization. Suppliers cannot impose excessive overtime hours. The total number of hours worked per week including overtime cannot exceed legal limits. Workers are entitled to at least the minimum number of days off established by applicable laws and at minimum must have at least one day off in every seven-day period.
- **Freedom of association:** The LVMH Group requires its Suppliers to respect and recognize the right of workers to negotiate collectively, and to create or join labor organizations of their choice without any sanction, discrimination, or harassment. When applicable, Suppliers must provide workers' representatives with appropriate means to exercise their rights. Intimidation, threats, or discriminatory practices against workers' representatives are prohibited.
- **Ensuring health and safety:** In line with the LVMH Health & Safety Policy, Suppliers are expected to provide their workers with a safe and healthy workplace environment in order to avoid accidents, bodily injuries, or exposure to danger which may be caused by, related to, or result from their work, including during the operation of equipment, of chemical products, or during work-related travel. Suppliers are expected to set up procedures and trainings to detect, avoid, and mitigate as much as possible any hazards that constitute a risk to the health, hygiene, and safety of staff. Suppliers are required, at a minimum, to comply with all applicable local and international regulations and laws in this regard. Health and safety instructions must be put in place and widely communicated. Compliance by workers must be regularly evaluated. Workers must be provided with protective equipment appropriate to their activities. These same principles are applicable to housing provided by Suppliers.
- **Protecting local communities:** As a responsible and committed group present around the world, the LVMH Group strives to have a positive influence on the societies and regions in which it operates, prevent any damage to local communities and requires its Suppliers to apply the same behavior. When operating with indigenous communities, as defined by the United Nations Declaration on the Rights of Indigenous Peoples, Suppliers must seek free, prior, and informed consent (FPIC) and ensure their human rights capacity.

2. ENVIRONMENTAL COMPLIANCE AND PERFORMANCE

The LVMH Group has established an environmental strategy and takes concrete measures to protect the environment within the scope of a specific program which includes cooperation with its Suppliers to ensure application of best practices throughout the supply chain.

The LVMH Group expects its Suppliers to share this commitment. It encourages initiatives by its Suppliers to reduce the environmental impact of their activities, notably through the use of green technologies and to share environmental figures with the entities within the LVMH Group with which they have a business relationship when needed.

The LVMH Group requires that its Suppliers respect applicable local and international environmental laws, regulations, and best professional standards, obtain all requisite environmental permits, and that they be able to prove effective implementation of the following:

— **Operations (sites, manufacture...):**

- Application of an environmental management system (such as LWG certification for tanneries, ZDHC program for fashion and leather goods Suppliers or ISO 14001 certification);
- Improvements in the environmental performance of their sites and production resources, in particular through proper waste management, elimination of air, waste water, and soil pollution (including aquifers), reduction of greenhouse gas emissions with an emphasis on use of renewable energies, reduction of water and energy consumption;
- Measures to ensure that workers whose activities have direct environmental impact are trained, skilled, and have the resources required to effectively perform their work in consideration of these environmental commitments.

— **Raw materials, components, and products:**

- Contributions to continuous improvements in environmental performance throughout the lifecycle of the products of the LVMH Group. For instance, Suppliers are committed to share with the entity(ies) within the LVMH Group with which they have a business relationship the most responsible options (certified materials, recycled materials, materials sourced with regenerative agriculture practices...), when reasonably available. Finished or semi-finished products bearing distinctive trademarks, design rights or other intellectual property assets belonging to entities within the LVMH Group that have not been ordered or have been refused, should be managed as instructed by the relevant contact person within the LVMH Group;
- Measures to ensure safe chemical management and chemical compliance of products and raw materials with either applicable national and international regulations and best professional standards, including REACH regulations and the LVMH Restricted Substances List;
- Measures to preserve biodiversity and ensure compliance with relevant environmental international standards and regulations such as CITES;
- Measures to ensure a zero illegal deforestation and zero deforestation in high risk areas;
- Measures to guarantee traceability, share information with regard to raw material origin, and compliance for raw materials and substances used;
- Measures implemented across the supply chain to respect animal welfare and implementation of the requirements defined in LVMH Animal Based Raw Materials Charter.

3. ETHICS AND BUSINESS INTEGRITY REQUIREMENTS

The LVMH Group requires exemplary integrity from its Suppliers in the conduct of their business activities. The LVMH Group expects its Suppliers to act in full compliance with applicable local, national, and international laws and regulations in the conduct of their business, in particular in the following areas: prohibition of corruption and money-laundering, respect of competition, prevention of insider trading and protection of personal information.

- **Prohibition of all forms of corruption:** The LVMH Group applies a zero-tolerance policy concerning corruption and influence peddling. The LVMH Group expects its Suppliers to take appropriate measures

to prevent, detect, and discipline any corruption or influence peddling, directly or indirectly, across the scope of their activities. This includes a prohibition of so-called facilitation payments or other benefits provided to public officials for routine non-discretionary actions.

- **Gifts and invitations:** Gifts or invitations may be considered acceptable expressions of courtesy within the context of good business relations as long as they are limited in scope and value, given openly and transparently, permitted under applicable law and regulations, customary in the location in which they would be given, provided to reflect esteem or gratitude, and not offered with an expectation that something will be offered in return. In some cases, these practices might be subject to anti-corruption regulations or other legal requirements, making it essential for Suppliers to commit to comply with applicable rules and regulations within the scope of their business relationship with any member of the LVMH Group.
- **Prevention of conflicts of interest:** The LVMH Group requires its Suppliers to be committed to make every effort to prevent the occurrence of situations that create an actual, perceived, or potential conflict of interest within the scope of their business relationship with any member of the LVMH Group.
- **Prohibition of money-laundering:** The LVMH Group requires its Suppliers to take all appropriate measures to prevent their operations from being used as vehicles for money-laundering.
- **Respect of competition:** Suppliers commit to take all appropriate measures to prevent abuse of dominant position, concerted practices, or unlawful agreements between competitors, such as the setting of prices or price ranges (price fixing) or market allocations or boycotts limiting the production of certain products.
- **Prevention of insider trading:** The LVMH Group requires its Suppliers to refrain from selling or buying shares in LVMH – Moët Hennessy Louis Vuitton SE (“LVMH shares”), as well as any derivatives or any other financial instruments linked to LVMH shares², based on inside information, either directly or indirectly.
- **Confidentiality:** The LVMH Group requires its Suppliers to commit to taking all necessary measures to guarantee the confidentiality of professional secrets and other non-public information they receive in the course of their business relationship with the LVMH Group.
- **Protection of personal information:** The LVMH Group requires its Suppliers to take all appropriate measures to comply with all applicable laws and regulations concerning the protection of personal information.
- **Customs and security authorities:** The LVMH Group requires its Suppliers to comply with applicable customs laws and regulations, including those relating to imports and the ban on transshipment of merchandise to the importing country.

² Financial instruments linked to the LVMH shares include shares in Christian Dior SE.

- **Trade restrictions and international sanctions:** The LVMH Group requires its Suppliers to respect all applicable international trade restrictions and economic and trade sanctions, taking into account any changes in these measures, as well as all applicable laws and regulations concerning export and import controls.
- **Protection of assets:** Suppliers are required to take all necessary measures to protect the resources and assets of the entities within the LVMH Group with which they have a business relationship, in particular their brand image and intellectual property rights.
- **Public statements:** The LVMH Group expects its Suppliers to be extremely attentive to their public statements, particularly on the Internet and in social media, and to ensure that none of those statements be attributed to any entity belonging to the LVMH Group or their shareholders, directors, officers or employees, and are consistent with Suppliers' commitment to both confidentiality and respect of professional secrets.
- **Information transparency:** Suppliers are required to provide clear and accurate information regarding the methods and resources used, production sites, and characteristics of the products or services supplied, and to refrain from making any misleading claims.

4. SUPPLIER GRIEVANCE MECHANISM AND LVMH ALERT LINE

- **Supplier Grievance Mechanism:** Suppliers must establish processes or mechanisms by which workers and stakeholders can raise issues of concern without fear of retaliation or negative impact.
- **LVMH Alert Line:** Suppliers which become aware of violations (or risk of violation) of the LVMH Code of Conduct, guidelines, principles and policies and/or of applicable laws and regulations are invited to raise their concern to their contact person(s) in the entity(ies) within the LVMH Group with which they have a business relationship. In addition to this channel for raising ethical and other concerns, Suppliers have access to the LVMH Alert Line, an online interface that provides a confidential and secure way of reporting in good faith violations (or risk of violation) of the LVMH Code of Conduct, guidelines, principles and policies and/or of applicable laws. A Supplier's relationship with the LVMH Group will not be affected by a report of potential misconduct made in good faith.
- The LVMH Alert Line, which is also open to LVMH Group's employees and other external stakeholders, can be accessed through LVMH.com or directly at: <https://alertline.lvmh.com>.

5. CONTROL AND ACCESS TO INFORMATION

The LVMH Group expects its Suppliers to ensure that adequate and effective management systems, policies, procedures, and training are in place to ensure ongoing compliance with this Code.

- **Control:** Each of the entities within the LVMH Group reserves the right to control compliance with the principles set forth in this Code by Suppliers. These controls will be performed by such entities of the LVMH Group or duly mandated third parties. Any control or audit will be related to the business relationship between the relevant entity within the LVMH Group and the Supplier. If a Supplier is subject to specific professional obligations pursuant to law, any control or audit will be carried out

taking into consideration these professional obligations. Suppliers must commit to improving or correcting any deficiencies identified. The entities of the LVMH Group may also support Suppliers in implementing and applying best practices in order to resolve non-conformity issues.

- **Access to information:** Suppliers shall provide upon request any supporting documentation or information attesting full compliance with this Code.

6. ACKNOWLEDGEMENT

As a condition of doing business with an entity within the LVMH Group, the below Supplier certifies that it will comply with this Code and its requirements.

Executed as of: 12-Aug-25

Supplier Name: Stitch It

Supplier Address: 845 Harrinton Court, Unit 100A, Burlington, Ontario L7N 3P3 Canada

Supplier DUNS #:

Supplier Representative Name and Position: Dale Beeston (Director, Business Development)

Supplier Representative Signature: *Dale Beeston*

Chop (if applicable):

TIFFANY & CO.

ADDENDUM TO LVMH SUPPLIER CODE OF CONDUCT

In addition to the principles set forth in the LVMH Supplier Code of Conduct (the “Code”), the undersigned supplier, vendor, consultant, distributor, retailer, broker, landlord, joint venture partner or other professional or representative (with its subsidiaries and affiliates, “Business Partner”) agrees to comply with the principles and requirements set forth in this Addendum (this “Code Addendum”) in the production and delivery of goods and services to Tiffany & Co. and its subsidiaries (collectively, “Tiffany”). Business Partner understands that this Code Addendum applies in addition to the Code and any other Tiffany & Co. Compliance Policies Addendum executed by Business Partner (or attached to any contract with Tiffany) and that, in the event of any conflict or inconsistency between the Code, this Code Addendum or such Compliance Policies Addendum, the highest standard of conduct will apply, and must be followed, for business conducted with Tiffany.³

1. ADDITIONAL LABOR STANDARDS

In addition to the standards under “Labor Standards and Social Responsibilities” of the Code, Tiffany expressly prohibits Business Partners from utilizing convict labor and from engaging in discrimination based on marital status, parental status, veteran’s status or any other discriminatory basis under applicable law. Tiffany also requires Business Partners to take steps to ensure the safety and security of workers and visitors (in addition establishing measures to prevent loss, damage or theft of product and materials) and to ensure that human rights are protected in all aspects of its security operations (including in interactions among security personnel, workers and visitors). Where applicable, Business Partners are encouraged to align with the Voluntary Principles on Security and Human Rights in the conduct of security activities. With respect to overtime pay, Tiffany Business Partners must pay at least 125% of the regular hourly compensation rate in accordance with ILO conventions if there is no legal minimum rate for overtime pay in an applicable concerned country.

2. ADDITIONAL TRACEABILITY STANDARDS

In addition to the standards under “Environmental Compliance and Performance” of the Code, Tiffany’s manufacturing and supply chain partners are encouraged to meet the standards of the OECD Due Diligence guidance and achieve full traceability throughout their supply chains. Business Partners are required to commit to and abide by all Tiffany Source Warranty Protocols and other sourcing requirements from time to time set forth by Tiffany with respect to the sourcing of materials. Business Partners are additionally required to have and maintain an anti-money laundering policy in accordance with the standards of the markets in which they operate.

3. TIFFANY ALERT LINE

In addition to the LVMH Alert Line, Tiffany employees and stakeholders may access Tiffany’s dedicated Alert Line (available through Tiffany.com or at tiffany.ethicspoint.com). Tiffany Business Partners may report violations (or risks of violations) of any requirements, guidelines, principles, policies or applicable laws or regulations and any other serious matters or concerns to the Tiffany Alert Line (in addition, or as an alternative,

³ Additional requirements and guidelines for Tiffany’s manufacturing and supply chain partners can be found in the *Tiffany Supplier Code Guidance*.

to the LVMH Alert Line or their contact persons at Tiffany). A Business Partner’s relationship with Tiffany will not be affected by a report of potential misconduct made in good faith. All reports submitted to the Tiffany Alert Line will remain anonymous unless the caller chooses to be identified, a person’s vital interest is at stake or identification is required by law.

4. ADDITIONAL DISSEMINATION, CONTROLS AND ENFORCEMENT STANDARDS

Tiffany Business Partners are responsible for ensuring that the Code and this Code Addendum are understood and followed throughout their operations and must, accordingly, share the Code and this Code Addendum with all workers in all applicable local languages and self-monitor. Business Partners are also responsible for ensuring that any approved subcontractors understand and comply with the Code and this Code Addendum. During any control or audit authorized under “Control and Access to Information” of the Code, Tiffany requires Business Partner’s workers to be free to communicate outside the presence of management and without the threat of reprisal. While Tiffany seeks to work collaboratively with its Business Partners towards continuous improvement in responsible business practices, Tiffany reserves the right to cancel outstanding purchase orders, suspend future purchase contracts or terminate its relationship with a Business Partner where circumstances demand.

BUSINESS PARTNER ACKNOWLEDGEMENT

Executed as of: 12-Aug-25

Business Partner Name: Stitch It

Business Partner Address: 845 Harrinton Court, Unit 100A, Burlington, Ontario L7N 3P3 Canada

Business Partner DUNS #:

Business Partner Representative Name and Position: Dale Beeston (Director, Business Development)

Business Partner Representative Signature: *Dale Beeston*

Chop (if applicable):

EXHIBIT E

Tiffany & Co. Compliance Policies

The undersigned supplier, vendor, consultant, distributor, retailer, broker, landlord, joint venture partner or other professional or representative (together with its subsidiaries and affiliates, “**Business Partner**”) understands that Tiffany & Co., Tiffany and Company and their respective affiliates (collectively, “**Tiffany**”) are committed to strict compliance with applicable anti-corruption and -bribery laws (“**Anti-Corruption Laws**”), anti-money laundering laws, Forced Labor (as defined below) laws, Sanctions and Export Controls (as defined below) and anti-boycott laws (collectively, “**Applicable Compliance Laws**”). Business Partner agrees that the following provisions are hereby deemed incorporated into any agreement, letter of intent, term sheet or business dealings between Tiffany and Business Partner (“**Agreement**” or “**Business Relationship**”) and apply in addition to any Tiffany or LVMH Group Supplier or Business Partner Code of Conduct from time to time executed by, or otherwise applicable to, Business Partner (“**Code of Conduct**”).

Definitions

As used in these Compliance Policies, the following terms mean the following:

1 “**Government Official**” means (A) an executive, director, official, officer, employee, minister or agent of any (i) governmental department, agency or instrumentality, (ii) wholly or partially government-owned or -controlled company, authority or business, (iii) political party or (iv) public international organization (for example, the International Monetary Fund or the World Bank), or (B) any member of a royal or ruling family. The term Government Official includes any candidate for political office.

2 “**Forced Labor**” means, consistent with 19 U.S.C. § 1307, all work or service which is exacted from any person under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily. It also includes forced or indentured child labor.

3 “**Payment**” means any offer, payment, promise or authorization to pay, or the provision, of anything of value (including cash, checks, wire transfers, tangible and intangible gifts, favors and services). The term includes entertainment and travel expenses that go beyond what is reasonable, customary and of modest value and includes what are sometimes referred to as “facilitating payments” and payments made to accelerate or ease transactions.

4 “**Sanctions and Export Controls**” means any law, regulation, decree, ordinance or legally binding order, rule or requirement of the United Nations Security Council, or under the laws of the United States of America, the United Kingdom, the European Union, or other relevant sanctions authority relating to trade sanctions, trade embargoes and other foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws.

General Compliance

5 Business Partner represents and warrants to Tiffany that it is familiar with all Applicable Compliance Laws and their purposes, including prohibitions therein against (i) the making of corrupt Payments to obtain an improper advantage, or obtain or retain business, for Tiffany, (ii) the disguise of illegally obtained funds as legitimate and (iii) transacting with persons, materials or geographies designated as violative of Sanctions and Export Controls. Business Partner represents, warrants and covenants that it is now in compliance with all Applicable Compliance Laws and all other applicable laws and regulations that apply to it and its business, as well as with the Code of Conduct, and that it will remain in compliance with such laws, regulations and Code of Conduct for the duration of the Agreement and the Business Relationship.

Anti-Corruption Matters

6 By nature of its business with Tiffany, Business Partner acknowledges that it is now subject to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the “**FCPA**”). Business Partner represents, warrants and covenants that it is and will remain in compliance with the FCPA and that it will not make any Payment to any person while knowing or having a belief that all or a portion of such Payment will be or is being used for the purpose of: (i) influencing any act, decision or failure to act by a Government Official in his or her official capacity, (ii) inducing a Government Official to use his or her influence with a government or instrumentality of government to affect any act or decision of such government or instrumentality; or (iii) securing an improper advantage.

7 Business Partner represents and warrants that it is not a Government Official and, if applicable, none of its (i) officers, directors, senior managers, partners, owners, shareholders, principals, employees or (ii) representatives, agents, suppliers, subcontractors, or other third parties acting on behalf of or for Business Partner (collectively, “**Related Persons**”) (in the case of clause (ii), who perform work for, or will interact with, Tiffany) are Government Officials. Business Partner agrees that if it or any such Related Person becomes a Government Official, then Business Partner will immediately notify Tiffany in writing.

8 Business Partner represents and warrants that neither Business Partner, nor to its knowledge, any person acting on behalf of or for Business Partner, has (i) been convicted of acts of corruption or other violations of Anti-Corruption Laws or (ii) in the last five (5) years, (A) received from any Government Official, governmental authority or any other person or entity any notice, inquiry or internal or external allegation, or made any voluntary or involuntary disclosure to a governmental authority, concerning any actual or potential violation or wrongdoing related to Anti-Corruption Laws or (B) conducted any internal investigation or audit where actual or potential violations of Anti-Corruption Laws were identified.

9 Business Partner further represents, warrants and covenants that, during the Business Relationship, Business Partner will not, induce any person to violate the commercial bribery laws of any applicable country associated with the performance of services for Tiffany or otherwise be used to cause a person who is not a Government Official to breach his or her obligations of loyalty and faithfulness to his employer.

Sanction and Export Control Matters

10 Business Partner represents, warrants and covenants that neither Business Partner, nor any Related Person: (i) is located in, or organized under the laws of, any territory subject or target of sanctions or a comprehensive embargo under Sanctions and Export Controls Laws (collectively “**Sanctioned Territories**”), including Cuba, Iran, North Korea, Syria, Venezuela, or the Crimea, Donetsk, Luhansk, Kherson and Zaporizhzhia regions of Ukraine, (ii) is owned or controlled by residents or entities organized under the laws or governments of Sanctioned Territories or the Government of Venezuela or (iii) is on, or, directly or indirectly, 50% or more (individually or in the aggregate) owned by or acting on behalf of one or more individuals or entities on, any restricted lists established pursuant to any applicable Sanctions and Export Controls maintained by (1) the U.S. Department of Commerce, Bureau of Industry and Security, (2) the U.S. Department of the Treasury, Office of Foreign Assets Control (including the Specially Designated Nationals List), (3) the European Union, (4) the United Kingdom or (5) any other similar applicable authorities or other jurisdictions (collectively, “**Restricted Lists**”). Upon change of status of Business Partner or any such Related Person, Business Partner will immediately notify Tiffany in writing.

11 Business Partner represents, warrants and covenants that it will, and will cause each of its Related Persons, in conducting business for, with or on behalf of Tiffany, to (i) comply with all applicable Sanctions

and Export Controls and (ii) conduct business in a manner that will not result in a violation by any Person (including Tiffany) of applicable Sanctions and Export Controls.

12 Business Partner represents, warrants and covenants that neither Business Partner nor any of its applicable subcontractors has sourced, or during the Business Relationship, will source any materials supplied or transferred to Tiffany, in whole or in part (i) originating from any Sanctioned Territory or (ii) otherwise in violation of applicable Sanctions and Export Controls (including prohibitions on the importation of certain precious metals, gold and diamonds originating from Russia or Belarus). If Business Partner becomes aware that any materials it supplied or transferred to Tiffany violated the foregoing representation, it will notify Tiffany immediately in writing. If requested by Tiffany, Business Partner will disclose to Tiffany the origin of all materials sourced for Tiffany in writing.

13 Business Partner represents, warrants and covenants that it conducts, and will continuously conduct during the Business Relationship, due diligence and sanction screening of its Related Persons who conduct business for, with or on behalf of Tiffany, or who provide materials supplied or transferred to Tiffany (and, where applicable, their beneficial owners) to confirm that the representations, warranties and covenants in paragraphs 10, 11 and 12 applicable to Business Partner are also true and correct as applicable to such Related Persons. Upon Tiffany's request, Business Partner agrees to provide Tiffany with information reasonably requested by Tiffany (including beneficial ownership information) concerning such Related Persons, so that Tiffany may conduct compliance due diligence and screenings on such persons as Tiffany deems appropriate.

14 Business Partner represents and warrants that neither Business Partner, nor to its knowledge, any person acting on behalf of or for Business Partner has (i) been convicted of violations of Sanctions and Export Controls or (ii) in the last five (5) years (A) received from any Government Official, governmental authority or any other person or entity any notice, inquiry or internal or external allegation, or made any voluntary or involuntary disclosure to a governmental authority concerning any actual or potential violation or wrongdoing related to Sanctions and Export Controls or (B) conducted any internal investigation or audit where actual or potential violations of Sanctions and Export Controls were identified.

Forced Labor Matters

15 Business Partner represents, warrants and covenants that no goods, materials, or supplies furnished to Tiffany have been mined, produced, harvested, transported, manufactured or in any other way made or sourced, in whole or in part (A) with forced, convict, indentured, or child labor, (B) in the Xinjiang Uyghur Autonomous Region of the People's Republic of China or (C) by or from an entity identified by the U.S. Department of Homeland Security pursuant to Section 2(d)(2)(B) of the Uyghur Forced Labor Prevention Act (Public Law No: 117-78). Business Partner represents, warrants and covenants that it is familiar with the International Labor Organization (ILO) indicators of forced labor, that it actively monitors its supply chain to identify indicators or risks of forced labor violations by its suppliers and that the workers it uses, and will use, to supply the goods and materials offered to Tiffany are in all cases present voluntarily. Business Partner agrees that if questions arise from Government Officials or government authorities about compliance with U.S. and other applicable forced labor laws with respect to goods, materials or supplies furnished to Tiffany, it will fully cooperate with Tiffany and the U.S. Department of Homeland Security to assess compliance with such laws.

Other Applicable Compliance Laws

16 Business Partner agrees that, in conducting business for, with or on behalf of Tiffany, it will, and will cause its Related Persons to comply with all applicable laws relating to the prevention of money laundering,

terrorist financing, and related activities, including the US Bank Secrecy Act, the US Money Laundering Control Act of 1986, and the US Money Laundering Abatement and Anti-Terrorist Financing Act of 2002.

17 [Business Partner agrees that, in conducting business for, with or on behalf of Tiffany, it (i) will, and will cause its Related Persons to (A) notify Tiffany in writing of any requests to comply with boycotts not supported by the US government and (B) comply with all applicable laws restricting compliance with boycotts issued by a non-US government and not endorsed by the United States (“**Anti-Boycott Laws**”), including the US Export Administration Regulations and the US Internal Revenue Code, and (ii) will not (A) refuse, agree to refuse, or require any other person to refuse to do business with Israel or any other nation or company subject to a boycott not endorsed by the United States, (B) refuse to employ or discriminate against any person on the basis of race, religion, sex, national origin, or nationality in connection with a boycott not endorsed by the United States, (C) implement letters of credit containing terms or conditions prohibited by the Anti-Boycott Laws, or (D) otherwise comply with any boycott not endorsed by the United States or a request based upon any such boycott.]

Conflicts of Interest

18 Business Partner represents and warrants that it does not have, and is not aware of, any personal or professional relationship between it or any of its Related Persons and Tiffany that would result in a Conflict of Interest. For the duration of the Business Relationship, Business Partner agrees to notify Tiffany in writing of any Conflict of Interest that it becomes aware of. For the purposes of this paragraph, “**Conflict of Interest**” includes circumstances where competing interests inappropriately influence or appear to influence inappropriately the decisions or activity relating to the Agreement, Business Relationship or other related transactions or activities.

Miscellaneous

19 Business Partner represents, warrants and covenants that no part of any funds received by Business Partner from Tiffany will be used for any purpose that could constitute a violation of Applicable Compliance Laws, any other laws of the United States, or laws of any other country in which it is performing services for Tiffany. Business Partner agrees that should it learn or have reason to know of any Payment or other matter involving the Agreement or Business Relationship that would violate Applicable Compliance Laws, any other laws of the United States, or laws of any other country in which it is performing services for Tiffany, it will immediately notify Tiffany in writing.

20 Business Partner further agrees to the following additional steps in order to address any potential concerns relating to compliance with Applicable Compliance Laws:

A. Any payments from Tiffany to Business Partner will be by check, bank transfer, credit card or similar documented form of payment and be made payable to Business Partner in the United States or such other country as may be appropriate as approved by Tiffany.

B. All payments by Business Partner will be by check, bank transfer, credit card or similar documented form of payment unless by governmental regulation such payment may only be made in cash. Small payments (under USD10) for reasonable transportation may be made in cash, provided they are documented, estimated and approved in advance by Tiffany, and supported by receipts.

C. All payments made to any governmental department, agency or instrumentality, or to any wholly or partially government-owned or -controlled company, authority or business, will be documented by receipts from the recipient and will be made only on the basis of rates published by the recipient.

D. Any travel and entertainment expenses (if provided for under the Agreement or Business Relationship) will be reimbursed only when approved by Tiffany and supported by appropriately detailed records.

E. All interactions by Business Partner (or its applicable Related Persons) with any Governmental Officials on behalf of Tiffany or in performing services for Tiffany will be logged or otherwise recorded by Business Partner and Business Partner will make such logs or records available to Tiffany upon request and otherwise provide periodic written reports to Tiffany detailing work performed.

F. In so far as is relevant, Tiffany will have reasonable access to Business Partner's books and records and the right to review them on a periodic basis for compliance with these Compliance Policies, any applicable Code of Conduct or any Applicable Compliance Laws.

G. The terms of the Agreement or Business Relationship may be disclosed to the United States government and to the government of any jurisdiction with Applicable Compliance Laws, and any other relevant government agencies if deemed appropriate by Tiffany.

H. As from time to time reasonably requested by Tiffany, Business Partner will: (1) populate and provide to Tiffany such compliance due diligence questionnaires (including such know-your-customer and know-your-vendor information) as Tiffany may reasonably require, (2) attend, or require applicable Related Persons to attend, such compliance trainings as Tiffany may from time to time reasonably require in connection with Tiffany's and the LVMH Group's ethics and compliance programs and (3) re-execute an updated version of these Compliance Policies (containing such amendments as Tiffany may from time to time deploy to its global Business Partners generally).

21 If Business Partner is at any time during the Business Relationship unable to make any representation, warranty, covenant or confirmation in these Compliance Policies, Business Partner agrees to immediately notify Tiffany in writing and cooperate with Tiffany in its review of such information.

22 On receipt by Tiffany from Business Partner of any notifications required to be given hereunder, or by Business Partner from Tiffany regarding any questions or concerns that Tiffany may from time to time have regarding the matters set forth in these Compliance Policies or any applicable Code of Conduct, Business Partner and Tiffany will consult to address Tiffany's concerns and determine whether they can be satisfactorily resolved. If, after consultation, any such concerns cannot be resolved in the good faith and reasonable judgment of Tiffany, then Tiffany, on written notice to Business Partner, may withdraw from or terminate the Agreement or Business Relationship. In addition, notwithstanding any other provision to the contrary in the Agreement or Business Relationship, Tiffany may withhold payments or shipments under the Agreement or Business Relationship or suspend or terminate the Agreement or Business Relationship (without limiting any other right, without liability and without notice) upon learning information giving it a reasonable belief that Business Partner may have violated, or may have caused Tiffany or any of its affiliates to have violated Applicable Compliance Laws.

23 Business Partner understands that Tiffany should not be held liable in the event of a breach by Business Partner of these Compliance Policies and undertakes to indemnify Tiffany for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from Business Partner's failure to comply with Applicable Compliance Laws, these Tiffany & Co. Compliance Policies or any applicable Code of Conduct.

24 Any notices and reports requested or required to be made by Business Partner related to the matters set forth herein may be made to Business Partner's contact person(s) at Tiffany and or to Tiffany's Global Compliance Department at GlobalCompliance@tiffany.com.

ACKNOWLEDGED AND AGREED

Dale Beeston

Name: Dale Beeston (Director, Business Development)