



CERTIFICATION OF COMPLIANCE WITH ALL LEGAL OBLIGATIONS

Kohl's Department Stores, Inc. ("Kohl's") is committed to full compliance with all laws, regulations, standards, orders and rulings of all federal, state and local governments of all applicable countries, and all departments, boards, bureaus and commissions thereof (collectively "Laws"). As a condition of entering into any purchase order, contract or other contracting or subcontracting agreement with Kohl's, the undersigned Vendor and Vendor's contractors and subcontractors shall provide Kohl's with the Written Assurance below confirming full compliance with all Laws and compliance with Kohl's Terms of Engagement, receipt of which is hereby acknowledged.

Written Assurance

The undersigned Vendor warrants and certifies on behalf of itself and all of its contractors and subcontractors that all of the goods delivered to Kohl's, pursuant to any purchase order, contract or agreement issued by Kohl's ("Goods"), will be produced, processed, manufactured, tested, represented, described, packaged, labeled, tagged, packed, advertised, sold, invoiced and transported in full compliance with all existing Laws and in compliance with Kohl's Terms of Engagement. Vendor acknowledges that Kohl's will monitor Vendor's compliance with Kohl's Terms of Engagement at Vendor's cost and expense. Kohl's reserves the right to deduct unpaid factory monitoring charges from merchandise payments if Kohl's third party monitor does not receive Vendor's direct payment within 30 days of their invoice date.

The undersigned Vendor further warrants and certifies on behalf of itself and all of its contractors and subcontractors that the country of origin of all goods will be as listed on labels as required by Laws, and that no child, prison, or forced labor (as those terms are defined in Kohl's Terms of Engagement) has been or will be used by Vendor, its contractors or subcontractors.

In performing any activities on behalf of or related to Kohl's, Vendor will not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization, including any employee of a customer, or any government official (which includes any employee or official of any governmental authority, government owned or controlled entity, public international organization, or political party or any candidate for political office) for the purpose of improperly influencing their acts or decisions or to improperly obtain a business benefit. Vendor will take appropriate actions to ensure that any person representing or acting under Vendor's instruction or control ("Vendor's Business Representatives") also will comply with this paragraph. Neither Vendor, nor to Vendor's knowledge, Vendor's Business Representatives, have violated any anti-corruption Laws in performing any activities on behalf of or related to Kohl's. Kohl's will not be required to take any action or make any payments that Kohl's believes, in good faith, would cause it or its affiliated companies to be in violation of anti-corruption Laws.

Vendor agrees to deliver to Kohl's a complete and accurate Written Assurance within 24 hours of Kohl's request with respect to any Goods. In addition, Vendor agrees that any violations of Laws shall be a material breach by Vendor of any purchase order issued by Kohl's and that Kohl's may withhold and offset any amounts which may become payable to Vendor by Kohl's as a result of breach of Vendor's Written Assurance.

Legal Operating Name of Vendor ("Vendor") (Please Print)

Vendor's Authorized Representative (Please Print) Title

Signature of Vendor's Authorized Representative Date