



EST. 1920

Mill and Other Supplier Acknowledgement

The undersigned Mill or Other Supplier hereby acknowledges that in exchange for access to the Eddie Bauer Global Sourcing Vendor Compliance Website (VCM) (<http://eddiebauerglobalsourcing.com/>) they are required to comply with the following policies contained in the VCM, as such may be amended from time to time: (1) Workplace Code of Conduct and Factory Labor and Environmental Practice Policies; (2) Trademark Preservation Policy; (3) Proposition 65 Statement; and (4) Quality Assurance and Product Testing policies.

It is the Mill or Other Supplier responsibility to communicate with the Eddie Bauer Vendor on any VCM requirement and review and comply with all applicable policy modifications to the VCM. In some cases early in development and prior to partnering with the Vendor, the Mill or Other Supplier will need to reference and clearly understand the various sections of the VCM. Ultimately, it is the Vendor's obligation to communicate directly to the Mill or Other Supplier in regards in the production of goods.

Access to the VCM is password protected to ensure that each Mill or Other Supplier acknowledges that they have read and understand Eddie Bauer's policies, and to protect certain elements of the VCM that may contain confidential or proprietary information to Eddie Bauer.

The undersigned agrees to the following conditions regarding use of and access to the VCM:

(a) The Mill or Other Supplier shall not distribute and is responsible for maintaining the confidentiality of the password. The Mill or Other Supplier is solely responsible for any and all activities that occur through the use of the password. The Mill or other Supplier agrees to notify Eddie Bauer immediately of any unauthorized use of your password.

(b) Only authorized personnel may be given the VCM password.

(c) The Mill or Other Supplier shall not disseminate or transmit by any means any content of the VCM, including logos, graphics or images.

(d) The Mill or Other Supplier further agrees not to access the VCM by any means other than through the interface that is provided by Eddie Bauer LLC.

(e) EDDIE BAUER AND ITS AFFILIATES SHALL HAVE NO LIABILITY FOR AND EXPRESSLY DISCLAIM WARRANTIES FOR ANY TRANSMISSION OF ANY COMPUTER VIRUS OR OTHER COMPUTER CODE THAT CAUSES DAMAGE OR DATA LOSS TO ANY SOFTWARE OR HARDWARE OWNED OR USED BY THE UNDERSIGNED. USE OF THE VCM IS AT YOUR RISK.

(f) Eddie Bauer reserves the right to change and issue a new password at any time.