

Memorandum of Understanding
(RSL Compliance)

Goldwin Inc. (“Goldwin”, “we” or “us”) and our group subsidiaries and affiliates (collectively, “our affiliates”) set forth this Memorandum of Understanding (this “MOU”) for the purpose of further maintaining the quality and safety of our products and reducing the environmental impact as well as being in compliance with the relevant local laws and regulations and the major industrial standards applied to our products of the countries and areas where our products are manufactured and marketed. Each of Goldwin’s authorized contractors, suppliers, and agents (collectively the “Supplier(s)”) as well as their subcontractors are kindly requested to correctly understand and agree to abide this MOU by signing below.

Article 1

This MOU shall be applied to any and all products (regardless delivered as final products or as components of final products) ordered by us or our affiliates (the “Products”) and fabrics, parts, and materials thereof (the “Materials”).

Article 2

The Supplier acknowledges the intent and requirements of this MOU and shall establish and implement management processes in the operations of itself and its supply chain networks in order to comply with the limits and requirements; a) as restricted or prohibited in the Goldwin Restricted Substance List (the “RSL”) to be attached hereto as Schedule 1, as revised from time to time pursuant to Article 5 and b) as restricted or prohibited by the laws and regulations (and the major industrial standards, as the case maybe) in the counties and areas where the Products are marketed (the restricted or prohibited substances under a) and b) collectively referred to as the “Restricted Substances”). The limit whichever higher of a) and b) shall be referred to hereunder as the “Limit”. For the avoidance of doubt, if the Restricted Substances are prohibited substances, the Limit shall mean “0”. It is highly recommended that the Supplier also implement verification process by a third party organization. The Supplier shall control and observe that the Restricted Substances shall not be contained and/or remained in the Products and the Materials pursuant to the following:

- i) If the Supplier is a “tier 1” supplier (such as a manufacturer, a trading company/agent, a production management company/agent, etc.), the Restricted Substances shall not be contained or remained in the Products exceeding the Limits when the Products are delivered to Goldwin.

- ii) If the Supplier is a “tier 2” supplier (such as a material manufacturer or a material trading company/agent, etc.), the Restricted Substances exceeding the Limit shall not be contained or remained in the Materials when the Materials are delivered to the tier 1 suppliers as referred to in paragraph 1 above.
- iii) The Supplier, regardless of whether a tier 1 or a tier 2 supplier, shall ensure, at its responsibility, that its subcontractors acknowledge and shall fully comply with this MOU and the RSL.

Article 3

The Supplier shall maintain its management and operation records of chemical substances to demonstrate that all Restricted Substances are used or applied to the Products and/or the Materials in compliance with the Limits and the requirements of the RSL (and of the laws and regulations in the countries and areas where the Products are marketed, as the case maybe). Such record shall be available for Goldwin’s immediate review and inspection upon requested. A record duly verified by a reliable third party organizations (such as bluesign® or OEKO-TEX®, etc.) is acceptable.

Article 4

- 4.1 Goldwin may, at its discretion, implement verification testing randomly to determine if the Products and/or the Materials supplied by the Supplier are in compliance with this MOU and the RSL. In the case where any non-compliance of this MOU and/or the RSL is determined or suspected, the Supplier will be notified of such test result.
- 4.2 Regardless of whether the aforementioned verification test is implemented, in the case where the Supplier determines or suspects any non-compliance of this MOU and/or the RSL, the Supplier shall immediately report such fact to Goldwin and take each of the following and whatever appropriate actions pursuant to the instruction by Goldwin:
 - i) The Supplier shall not ship any and all of the Products and the Materials in doubt of non-compliance;
 - ii) The Supplier shall implement detailed inspection of all of its process, including but not limited to sourcing and manufacturing process, to determine the cause of non-compliance and report to Goldwin the results and findings of such inspection.
 - iii) The Supplier shall restore to be in compliance of this MOU and the RSL pursuant to the instruction by Goldwin as soon as possible; and
 - iv) The Supplier shall form and implement the plan to prevent future reoccurrence and report to Goldwin such plan.

Article 5

- 5.1 The RSL may be revised in accordance with the changes or update of the laws and regulations of the relevant countries and areas, etc. The revised RSL shall be notified to the Supplier from time to time. The Supplier shall notify Goldwin of its acknowledgement of receipt of such revised RSL. The Supplier agrees that its failure of such acknowledgement receipt may cause termination of the business relationship with Goldwin.
- 5.2 The Supplier ensures that it shall be ready to be in compliance with the revised RSL within 90 days upon receipt thereof. In this MOU, "ready to be in compliance" shall mean that the Supplier fulfils; i) the revised RSL is shared in full by the Supplier and its supply chain networks, ii) the Supplier, and its supply chain networks, as the case may be, implements the requirements of the revised RSL in relation to the Products and/or the Materials, and iii) the Supplier is ready to operate its manufacturing of the Products/and the Materials in compliance with the RSL.
- 5.3 If the Supplier foresees that the revised RSL may not be ready to be in compliance with the revised RSL within such 90-day period as set forth in paragraph 2 above, the Supplier shall notify Goldwin of the reasonable reason and the possible alternative due date. If Goldwin approves such alternative due date, the Supplier shall be ready to be in compliance by such due date. If Goldwin does not approve the alternative due date, the Supplier shall be ready to be in compliance with the revised RSL as required in paragraph 2 above.

Article 6

The Supplier shall appoint a manager responsible to observe its compliance status of this MOU and the RSL. The name and contact information of such manager shall be notified to Goldwin hereunder and updated no later than the end of August annually or each time if a new manager is appointed.

Article 7

- 7.1 The Supplier shall execute this MOU by signing below and submit the executed copy to Goldwin as its consent to comply with this MOU and the RSL.
- 7.2 This MOU shall be in force from the execution date and effective through termination of the business relationship with Goldwin. If no business transaction occurs more than a consecutive 12-month period, this MOU shall be automatically terminated.
- 7.3 If the business relationship with Goldwin is terminated pursuant to paragraph 2 above, the Supplier shall execute this MOU again before resuming its business with Goldwin. In the case where the RSL is revised as referred to in Article 5, Goldwin may require the Supplier to execute this MOU accompanied with such revised RSL.
- 7.4 In case of breach of this MOU by the Supplier, Goldwin is entitled to terminate the business

relationship with the Supplier. Moreover, the Supplier shall indemnify Goldwin and our affiliates for any and all damages arising out of or in connection with such breach.

7.5 The governing language of this MOU and the RSL shall be English. The English original shall prevail any translation thereof into any other language, even if such translation is made or suggested by Goldwin or our affiliate. No translation into any other language shall be taken into consideration in the interpretation of this MOU and the RSL.

Consent to this MOU

We, **VISCOLAB**, hereby agree to the terms of this MOU and the RSL and shall be in compliance with the provisions thereof in terms of our manufacturing and supply of any and all of the Products and the Materials.

Date: 2022. 3. 22

Company Name: VISCOLAB CO., LTD

Address: 2F, Gumpo-ro 109-5, Gumpo-si, Gyeonggi-do, South Korea

Signature: 

Name of Representative: Juny Bae Park

Name of Manager in charge of the RSL: Sam You

Contact Information (email): sam.you@viscolab.co.kr

Remarks:

Your executed copy of this MOU may be submitted to us by hand, post, or email in a PDF format.