

## COMPLIANCE CERTIFICATION

The undersigned ("Vendor") represents, warrants, undertakes and covenants to Bella+Canvas, LLC and its affiliates ("Bella") that:

1. Vendor hereby acknowledges and agrees that it is familiar with applicable U.S. export controls, sanctions, laws and regulations, including without limitation, Section 307 of the Tariff Act of 1930, (the "Tariff Act") as amended, 19 U.S.C. § 1307, which prohibits the import of goods into the United States that were made in whole or in part by forced labor, and the Countering America's Adversaries Through Sanctions Act. Vendor further acknowledges and agrees that it may not do business in violation of U.S. export controls or sanctions, or other applicable laws, or in a manner that may cause Bella or any of its customers to be in violation of sanctions or laws, which includes, but is not limited to, engaging in dealings directly or indirectly with parties the subject of sanctions with respect to goods sold or to be sold to Bella or its customers and business partners. Vendor also understands and acknowledges that Bella's policies and Code of Conduct ("Bella's Policies") require that Vendor procure all raw materials and/or components for Bella goods solely from sources that do not utilize forced labor or engage in human trafficking, and that do not otherwise violate any applicable laws and regulations.
2. Vendor represents, warrants and covenants that it has reviewed Bella's Policies, and that it will comply, in all respects and at all times, with Bella's Policies, and all applicable laws and regulations, and will take all steps necessary and advisable to ensure the goods are not made using forced labor or child labor. Vendor further represents that it will undertake due diligence with its material and component suppliers to ensure that Vendor can stand behind this representation, warranty and covenant, and that it will communicate these expectations to its material and component suppliers on a regular basis, not less frequently than twice per year.
3. Vendor further represents and warrants that:
  - The cotton fiber and any other raw materials and components thereof used to make any and all goods for Bella or its customers were not grown, harvested, processed, woven or knit in China;
  - Promptly upon request by Bella, Vendor will provide whatever documentation and/or business records that are necessary to substantiate where the cotton and other raw materials were grown and harvested and where the fabric was woven or knit in accordance with the foregoing;
  - That the cotton fiber and any other raw materials and components thereof were not grown, harvested, woven, knit or otherwise processed by any party or entity subject to a withhold release order, preventing importation of products containing such materials into the United States; and
  - That the cotton fiber and any other raw materials and components thereof were not grown, harvested, woven, knit or otherwise processed by any party or entity subject to sanctions, nor did any payment or benefit flow, directly or indirectly, from Vendor to any party or entity subject to sanction in connection with the cotton fiber or any other raw materials and components thereof.
4. If Vendor ever becomes aware of facts or circumstances that it believes will or might constitute a breach, violation or qualification of this certification, it shall immediately notify Bella and, without prejudicing any of Bella's rights hereunder or at law, promptly begin remedial actions to rectify such breach, violation or qualification.
5. Without prejudicing any of Bella's rights hereunder or at law and without obligating itself to do so, Bella shall have the right to perform audits of Vendor and its facilities, and Vendor shall make available to Bella, at its own cost, all information necessary to demonstrate compliance with this certification and will allow for and contribute to audits, including inspections, conducted by Bella or another auditor selected by Bella.

6. Any misrepresentation, misstatement or omission of material fact herein or any failure by Vendor to comply with any provisions hereof are grounds for immediate termination of all agreements and/or purchase orders between Vendor and Bella, without any liability whatsoever being incurred by Bella.
7. Vendor hereby agrees to hold harmless, indemnify and defend Bella, and all of its past, present and future affiliates and their respective shareholders, directors, officers, employees, representatives, customers and other business partners against any and all losses, claims, actions, damages, liabilities, penalties, costs and expenses, including reasonable attorneys' fees, disbursements and costs of investigation and cooperation, loss of profits, costs of destruction and replacement of any impacted or potentially impacted products, and shipment costs (collectively, "Claims"), arising out of, relating to or in connection with any of the following: (i) any breach of any of the representations, warranties, covenants or agreement set forth in this Compliance Certification; or (ii) the failure of any goods supplied to Bella and its customers to comply fully with Bella's Policies and all applicable laws, regulations and sanctions; it being understood that any determination by the U.S. Customs and Border Protection shall be deemed as a conclusive and irrefutable evidence of whether there was any breach of any representation, warranty, covenant or agreement contained herein.
8. Vendor acknowledges that Bella has been and will be testing its products, including for the presence of Xinjiang cotton. Vendor further acknowledges that the presence of Xinjiang cotton in any product that Vendor supplies to Bella is a breach of this agreement, the damages for which may be difficult to quantify. The parties thus agree for each and every instance in which a product supplied by Vendor to Bella tests positive for (or "consistent" with or similar terminology) the Xinjiang region of China, Vendor will owe Bella liquidated damages in the amount of \$50,000 US.
9. Vendor hereby acknowledges and agrees that Bella has the right, at all times, to deduct and set-off any amount equal to the Claims (under paragraph 7) or liquidated damages (under paragraph 8) from any amounts owed to Vendor by Bella. Vendor agrees to promptly pay, upon demand by Bella, any of Claims that remain outstanding after the exercise of its set-off rights by Bella. This Compliance Certification shall be governed in accordance with the laws of the State of California, without regard to conflict or choice of law principles.
10. This Agreement supersedes any prior agreements between the parties on the issues addressed herein. If any provision is held to be unenforceable it shall be severed and the rest of the certification shall remain enforceable to the fullest extent permitted by applicable law.

By continuing to accept or fulfill orders from Bella, or by signing below, Vendor signifies that all of the foregoing information set forth herein is true and correct as of the date of each agreement, purchase order and transaction between Vendor and Bella, and that Vendor has, and will continue to, fully comply with all of the representations, warranties, covenants and agreements contained in this Compliance Certification.

Sudtej Textiles & Ind. Ltd. (Vendor's Company Name)

By: [Signature] (Signature)

Name: Ms. Satish Patil (Name of Person Signing)

Title: Deputy Manager (Title of Person Signing)