

GCO CANADA INC.
6300 Dixie Road
Mississauga, Ontario, Canada
ON L5T 1A7

Please make replies to:

Genesco Inc.
1415 Murfreesboro Road, Suite 638
Nashville, Tennessee, USA 37217

**STATEMENT ON REQUIREMENTS REGARDING
THE CONVENTION ON COMBATING BRIBERY OF FOREIGN PUBLIC OFFICIALS
AND THE U.S. FOREIGN CORRUPT PRACTICES ACT**

All vendors and service providers (each, a “Provider”) represent, warrant, and covenant with Genesco Inc. or its applicable subsidiary or affiliate (including but not limited to Hat World, Inc. and Keuka Footwear, Inc.) (“Genesco”) as a condition of doing business with Genesco, as follows:

1. Provider will comply with all applicable laws and regulations of all jurisdictions in which it conducts business on Genesco’s behalf, and of the United States.

2. Laws implementing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the “Convention”), including the U.S. Foreign Corrupt Practices Act (the “Act”), prohibit international public bribery. Provider understands the provisions of the Convention and the Act, and agrees to comply with those provisions and to take no action in violation of the Act or the laws of other countries that prohibit corrupt payments.

3. Provider affirms that it, and each of its owners, directors, employees, and every other person working on its behalf, has not and will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving Genesco, make, offer, authorize or promise to make any Payment, directly or indirectly, to any Public Official if such Payment would violate the laws of the country in which made or the laws of the United States, including the Act or the Convention. For the purposes of this Statement, the term “Public Official” means any of the following: (i) any officer, employee or representative, regardless of rank or title, of (a) any government or any department, bureau, agency, or instrumentality thereof, (b) any government-owned or government-controlled corporation or other entity, (c) any political party, or (d) any public international organization; (ii) any political party or candidate for public office; or (iii) any other person acting for or on behalf of a Public Official. For the purposes of this Statement, the term “Payment” can be any cash gift, loan, donation, entertainment, hospitality, in-kind service, or any other thing of value to the recipient, regardless of whether the thing has monetary value or not.

It is the intent of the parties that no Payment or transfer of value shall be made which has the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.

4. Provider represents and warrants to Genesco that no employee, officer, director, or direct or indirect owner of the Provider is a Public Official, or an immediate family member of such Public Official.

Provider further represents and warrants that in the five years immediately prior to the effective date of this Agreement, Provider has not participated in nor disclosed any information in connection with any investigation concerning any actual or alleged material violation of the laws implementing the Convention, including the Act, or any other anti-corruption law applicable to Provider.

In the event that there is a change in the information contained in this subsection, Provider agrees to make immediate written disclosure to Genesco at the following address:

Genesco Inc.
Attention: General Counsel
1415 Murfreesboro Road
Nashville, Tennessee 37217

5. Provider agrees that it will, at the request of Genesco, certify that it has not, and to its knowledge no other person, including but not limited to any of its employees, agents, or any other representatives has made, offered or promised to make, or authorized the making of any Payment, directly or indirectly, to or for the benefit of any Public Official in order to secure or retain business or direct business to any person. Provider further agrees that should it learn of or have reason to know of any such Payment in connection with Genesco's business, it will immediately advise Genesco in writing (at the address above) of such knowledge or suspicion.

6. Provider agrees that, if requested by Genesco, Provider personnel, including employees, agents, and/or any other representatives of Provider who have any role in Provider's business with Genesco will participate in training on complying with applicable laws, including the Act and all other laws implementing the Convention.

7. Provider agrees that it shall maintain complete and accurate books and records of all actions and transactions it takes in connection with its business with Genesco. Provider likewise agrees that it shall (i) maintain such books and records for at least five years from the date of each such action or transaction and (ii) make such books and records available to Genesco, including for Genesco to copy as needed, upon reasonable request and notice from Genesco.