

**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., Lucky) (“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 Act, and agrees to comply with those provisions and to take no action that might be a 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 or promise to make any payment or transfer anything of value, directly or indirectly, (i) to any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) to any political party, official of a political party, or candidate; (iii) to an intermediary for payment to any of the foregoing; or (iv) to any other person or entity if such payment or transfer would violate the laws of the country in which made or the laws of the United States, including the Act and the Convention. For the purposes of this section, “governmental official” means any officer or employee of any non-U.S. government or any department, agency, or instrumentality thereof, or of any government-owned or government-controlled corporation or any public international organization, or any person acting in any official capacity for or on behalf of any such government or department, agency, instrumentality, corporation, or public international organization.

It is the intent of the parties that no payments or transfers of value shall be made which have 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 government official, political party official or candidate, or an immediate family member of such an official or candidate.

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.

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 the Genesco, certify that it has not, and to its knowledge no other person, including but not limited to any employee or agent of Genesco has made, offered to make, or agreed to make any loan, gift, donation, or other payment, directly or indirectly, whether in cash or in kind to or for the benefit of any government official, political party, party official, or candidate for political office in order to secure or retain business. Provider further agrees that should it learn of or have reason to know of any such payment, offer, or agreement to make a payment to a government official, political party, or political party official or candidate in connection with Genesco's business, it will immediately advise Genesco in writing (at the address above) of such knowledge or suspicion.

6. Genesco shall be allowed reasonable access to Provider's books and records to confirm Provider's compliance within the provisions of this Agreement.