

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement"), effective as of 17th September 2019, made by and between **The William Carter Company**, with its principal place of business at 3438 Peachtree Road NE, Suite 1800, Atlanta, Georgia 30326 (together with its affiliates, "Carter's") and **The Specialist Works EM LLC**, with its principal place of business at 2700 Cumberland Parkway, Suite 550, Atlanta, GA30339, USA ("Vendor"), sets forth the terms and conditions under which Vendor will provide services to Carter's.

In consideration of the mutual promises contained herein, Carter's and Vendor agree as follows:

1. Services and Deliverables.

1.1 Statement of Work. Vendor agrees to perform the services (the "Services") and provide the documents, work product and other materials that are delivered to Carter's under this Agreement or prepared by or on behalf of the Vendor in the course of performing the Services (the "Deliverables") as specified in one or more Statement of Work issued under this Agreement (each, a "SOW"). The initial SOW is attached hereto as Exhibit 1. Each SOW shall, as applicable, contain: (i) a description of the Services to be performed by Vendor; (ii) the tasks to be completed by Carter's and any third parties; (iii) a description of the Deliverables to be produced by Vendor; (iv) the schedule for completion of the Services or delivery of Deliverables; (v) the fees to be paid for such Services and a payment schedule; and (vi) such additional information as the parties may wish to include.

Each SOW executed by the parties shall reference this Agreement and shall be subject to all of the terms set forth in this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW, the terms and conditions of this Agreement shall govern unless expressly stated otherwise in the SOW and agreed to by both parties.

1.2 Change Orders. During the course of Vendor's performance of any SOW, Carter's may request changes in the Services or the Deliverables. Vendor shall incorporate any such changes provided that the parties execute a change order setting forth the amended scope of work, program specifications, delivery dates and the impact on the compensation to be paid to Vendor.

1.3 Cooperation and Access. Both parties agree to cooperate with each other as set forth in each SOW. In addition to the activities listed on each SOW, Carter's cooperation shall include, providing Vendor with information, assistance and access to Carter's personnel during normal business hours reasonably necessary to perform Services, including, but not limited to, the persons listed on each SOW.

2. Term. This Agreement shall commence on the date of this Agreement and will continue for a period of twelve (12) months unless terminated earlier by either party in accordance with paragraph 10 below. If neither part gives the other notice of its intention to terminate this agreement at the end of this initial period the term of this Agreement will continue indefinitely thereafter until terminated by either party giving not less than 90 days' written notice

3. Payment, Taxes, Audit.

3.1 Payment for Services. Both parties will pay each other the fees and expenses, according to the payment schedule, set forth in the applicable SOW for the performance of the Services and delivery of Deliverables described therein. Unless otherwise provided in the SOW, fees do not include, and Carter's shall be responsible for the reimbursement of Vendor's reasonable, verifiable and previously approved travel and other expenses per Carter's policy, which Vendor will invoice in detail on a monthly

basis. Any amount not timely paid pursuant to this Section 3.1 will be considered overdue and shall bear interest at the rate of the lesser of one and a half percent (1.5%) per month or the maximum amount permitted by law until such amount is paid in full. Each party shall reimburse the other for all fees and expenses, including reasonable attorney fees, incurred to collect, or attempt to collect, amounts owed hereunder.

3.2 Taxes. The fees and other amounts payable pursuant to this Agreement are exclusive of, and Carter's shall pay, all federal, state, local, municipal or other sales, use, transfer, excise, property and other taxes and duties imposed with respect to the delivery of the Services or any Deliverable and their supplying to Carter's, except for taxes based on Vendor's net income, payroll and employment-related taxes, including without limitation all FICA, unemployment, worker's compensation, income tax withholding, and any other city, state, or federal taxes and assessments due, including all business and occupation taxes. Carter's shall obtain and provide to Vendor any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax, use tax or other tax liability.

4. Vendor Obligations.

4.1 Vendor Personnel. Vendor shall: (a) appoint: (i) a Vendor employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Vendor in connection with matters pertaining to this Agreement (the "Vendor Contract Manager"); and (ii) such other employees of Vendor, who shall be suitably skilled, experienced and qualified to perform the Services (i) and (ii), collectively, the "Vendor Personnel).

4.2 Background Checks. Prior to any Vendor Personnel performing any Services hereunder: (i) ensure that such Vendor Personnel have the legal right to work in the United States and (ii) at its sole cost and expense, conduct background checks on such Vendor Personnel, which background checks shall comprise, at a minimum, a review of references and criminal record (including, but not limited to the National Sex Offender Public Registry as well as any applicable local and state equivalent registries for all states where the prospective Vendor Personnel has lived, in accordance with state, federal and local law). In the event that said background checks reveals any convictions or other issues which are of concern, and Vendor still desires to assign said individual to Carter's, it shall first seek Carter's prior written approval. In no event shall Vendor assign any of its personnel to work on Carter's account or in any of Carter's locations if said background check reveals any sex offender issues.

4.3 Subcontractors. Vendor shall obtain Carter's written approval, which consent may be given or withheld in Carter's sole discretion but shall not be unreasonably withheld, prior to entering into agreements with or otherwise engaging any person, including all subcontractors and affiliates of Vendor, other than Vendor's employees to provide any Services and Deliverables to Carter's (each such approved subcontractor or other third party, a "Permitted Subcontractor"). Carter's approval shall not relieve Vendor of its obligations under the Agreement, and Vendor shall remain fully responsible for the performance, actions, and inactions of each such Permitted Subcontractor and its employees (including any payments that may be owed) and for their compliance with all of the terms and conditions of this Agreement as if they were Vendor's own employees. Nothing contained in this Agreement shall create any contractual relationship between Carter's and any Vendor subcontractor or supplier.

Vendor shall require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement, and, upon Carter's written

request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Carter's.

4.4 Compliance with Policies and Procedures. Vendor shall operate within and uphold standards similar to the standards in Carter's corporate policies, directives, rules and procedures, including ethics, security, health and safety, and travel and reimbursement, and Vendor agrees to comply in all material respects with, and use commercially reasonable efforts ensure that all Vendor Personnel and Permitted Subcontractors comply in all material respects with, all rules, regulations and policies of Carter's that are communicated to Vendor in writing.

5. Confidentiality and Privacy.

5.1 Confidential Information. As used in this Agreement, "Confidential Information" shall mean all confidential, proprietary or non-public information, including without limitation data, plans, programs, specifications, techniques, processes, algorithms, inventions and other information or material, owned, possessed or used by either Vendor or Carter's which is at any time so designated by such party verbally or in writing as "Confidential" or "Proprietary" or that is not designated as "Confidential" or "Proprietary," but would be apparent to a reasonable person to be of such nature. Notwithstanding anything herein to the contrary, the parties agree that Carter's Materials (as defined below), Carter's Personal Information (as defined below), and any information that relates to Carter's data, including financial information, consumer email addresses and other email campaign information, research and marketing plans and activities, the manner in which Carter's operates, clients, suppliers, strategic plans, software, hardware, trade secrets, methodologies, technology, processes, know-how, inventions, algorithms, procedures, techniques and work approaches shall constitute Carter's Confidential Information.

5.2 Exceptions. The provisions of Section 5.1 notwithstanding, Confidential Information shall not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the receiving party; (ii) became known to the receiving party through disclosure by sources (other than the disclosing party) having the legal right to disclose such information, (iii) is in the receiving party's possession, without receiving party's breach of any legal obligation, at or prior to the time of disclosure by the disclosing party as evidenced by dated records; (iv) is independently developed by the receiving party without reference to, access to or use of the disclosing party's Confidential Information; or (v) is released from confidential treatment by written consent of the disclosing party.

5.3 Use of Confidential Information. Each of Vendor and Carter's shall hold in confidence and not disclose (except on a confidential basis and subject to the confidentiality and non-use obligations substantially similar to the obligations hereunder), to its affiliates, employees, agents, legal counsel, accountants, financial advisors, vendors or subcontractors who "need to know" and who are bound to preserve the confidentiality thereof (collectively, "Representatives") the terms of this Agreement and all Confidential Information received from the other party in the same manner and to the same extent as it holds in confidence its own Confidential Information of a similar nature and value, and shall not use any such Confidential Information except for purposes contemplated by this Agreement. Notwithstanding the foregoing, if Confidential Information is required to be disclosed by the receiving party to comply with applicable laws or regulations, the receiving party may disclose such information provided that the receiving party provides prior written notice of disclosure to the disclosing party and takes reasonable actions to avoid and/or minimize the extent of such disclosure. Upon request of the disclosing party the receiving party shall return all Confidential Information disclosed hereunder, including all originals, copies, and summaries, at the disclosing party's request, or at the disclosing party's option, provide

written certification of destruction of the Confidential Information. Each of Vendor and Carter's shall be responsible for any breach of this Section 5 by its Representatives.

Background Checks. Prior to any Vendor Personnel performing any Services hereunder: (i) ensure that such Vendor Personnel have the legal right to work in the United States and (ii) at its sole cost and expense, conduct background checks on such Vendor Personnel, which background checks shall comprise, at a minimum, a review of references and criminal record (including, but not limited to the National Sex Offender Public Registry as well as any applicable local and state equivalent registries for all states where the prospective Vendor Personnel has lived, in accordance with state, federal and local law). In the event that said background checks reveals any convictions or other issues which are of concern, and Vendor still desires to assign said individual to Carter's, it shall first seek Carter's prior written approval. In no event shall Vendor assign any of its personnel to work on Carter's account or in any of Carter's locations if said background check reveals any sex offender issues.

5.4 Information Security & Privacy. In addition to the obligations relating to Confidential Information stated above, if, in the performance of Services hereunder, Vendor shall collect, use, transmit, store or otherwise come in contact with non-public, personally identifiable information, including payment cardholder data, as such term is defined or used in the applicable law, regulation, rule, industry standard, policy or requirement (collectively, "Carter's Personal Information"), the Vendor represents, warrants and covenants that it will comply with the following information security and privacy requirements.

5.4.1 Privacy Requirements. For the duration of the term of the Agreement Vendor shall protect and maintain the confidentiality, security and integrity of Carter's Personal Information in the manner provided for under, and otherwise comply with: (i) applicable domestic and foreign laws, regulations, rules and industry standards related to the collection, storage, handling, processing and transfer of such Personal Information and (ii) if Vendor has access to Carter's systems, Carter's information security policies, or such other reasonable policies, procedures and other requirements provided to Vendor by Carter's in writing from time to time. Without limiting the generality of the foregoing, Vendor shall implement and maintain appropriate administrative, technical and physical safeguards and other security measures necessary to maintain the confidentiality, security and integrity of Carter's Personal Information and any network access tool (such as a security token) or any password or other security feature of the Carter's computer network.

5.4.2 Security Incidents. Vendor acknowledges that it is responsible for the security of Carter's Personal Information provided to or obtained by it and shall hold all such Carter's Personal Information in strict confidence. Vendor shall maintain, use and disclose or provide access to Carter's Personal Information only for the benefit of Carter's for the purpose of performing services under the Agreement (or as Carter's may otherwise direct in writing) and for no other purpose. Any theft or loss of, or unauthorized or unlawful collection, disclosure, use, alteration or destruction of, or unauthorized or unlawful access to, or other compromise of, such Carter's Personal Information in Vendor's possession or control, or of any Vendor network, server, site or system that contains any such Carter's Personal Information, or any misuse, release or compromise of any Carter's network access tool (such as a security token) or any password or other security feature of the Carter's computer network by Vendor's personnel shall be considered a security incident (each, a "Security Incident"). In the event of a Security Incident, Vendor shall give Carter's prompt written notice as provided in the Agreement, and shall immediately notify the Chief Security Officer by telephone (or at such other telephone number

that Carter's may provide) and fully cooperate with Carter's efforts to respond to such Security Incident.

5.4.3 Information Rights. Upon Carter's reasonable request at any time during the term of the Agreement, Vendor shall promptly provide Carter's with information related to Vendor's information security safeguards and practices, which may include one or more of the following as Carter's may request: (i) responses to an information security-related questionnaire, (ii) copies of third party audit or assessment reports, certifications and the like, including its then-current AICPA SOC2, Type 1 report and attestation of compliance with PCI-DSS, and (iii) making Company personnel available for security-related discussions with Carter's. Carter's will treat any information related to Vendor's information security safeguards and practices as Vendor's Confidential Information in accordance with the confidentiality provisions of this Agreement.

Affiliates and Subcontractors. To the extent that Vendor's affiliates or other permitted agents or subcontractors have access to Carter's Personal Information, Vendor shall require that such entities comply with all terms and conditions of the Agreement related to Personal Information. Vendor shall remain responsible and liable for any act or omission by any of its affiliates, agents or subcontractors as if such action or omission were performed by Vendor

6. Intellectual Property Rights.

6.1 Ownership. Unless otherwise set on a SOW, the Deliverables shall constitute "works made for hire" for Carter's within the meaning of the Copyright Act of 1976, as amended, and shall be the exclusive property of Carter's. To the extent that title to the Deliverables (or any portion thereof) may not, by operation of law, vest in Carter's or is not considered to be "works made for hire", Vendor hereby irrevocably assigns, and shall cause its Vendor Personnel and Permitted Subcontractors to irrevocably assign, to Carter's, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all intellectual property rights therein. Upon Carter's request, Vendor shall, and shall cause its Vendor Personnel and Permitted Subcontractors to execute any instruments and do all things reasonably necessary to further perfect Carter's rights in or to any Deliverables. To the extent that any portion of the Deliverables cannot be assigned and/or transferred to Carter's, Vendor hereby grants to Carter's an irrevocable, perpetual, transferable, exclusive license under all rights in the Deliverables to use, practice and exploit the Deliverables in any manner and for any purpose throughout the world.

6.2 Vendor Materials. In the course of performance hereunder or under an SOW, Vendor may furnish or use pre-existing products, methods, processes, ideas, concepts, materials, tools and methodologies or other intellectual property that are proprietary to Vendor ("Vendor Materials") Vendor will retain all right, title and interest in and to any Vendor Materials incorporated or included into a work product, including final work product, delivered to Carter's under any SOW. Subject to the terms and conditions of this Agreement, Vendor hereby grants to Carter's a perpetual, irrevocable, non-exclusive, non-transferable, royalty-free license to use, copy, operate, process and modify Vendor Materials solely as may be necessary for its internal operations. Except as provided in Section 15.3 of this Agreement, Carter's will not sublicense or sell the Vendor Materials to any third party, except as otherwise agreed by the parties in writing.

6.3 Third Party Materials. Vendor shall not enter into any agreement with a third party that would compromise Carter's rights hereunder or that would obligate Carter's to make any payments to any third party, whether in the form of royalties, license fees, seat fees or otherwise, without the written

consent of Carter's.

6.4 Other Information. Notwithstanding anything in this Agreement to the contrary, each party shall be free to use for any purpose any information in intangible form, which may be retained during performance of Services, such as ideas, concepts, know-how, techniques which do not contain the other party's Confidential Information. Nothing herein shall prohibit Vendor from retaining one copy of the Deliverables for its internal archive.

7. Representations and Warranties. Vendor represents and warrants that the Services performed and/or Deliverables provided under this Agreement and all SOWs shall: (i) be performed in a timely, professional and workmanlike manner, in accordance with industry standards and that Vendor has the required skills and experience to perform the Services set forth in this Agreement and any applicable SOW; (ii) not violate in any material respects any agreements by which Vendor is bound; (iii) be performed in compliance in all material respects with all applicable laws, rules and regulations and Vendor shall obtain all permits, licenses or consents required to comply in all material respects with such laws, rules or regulations. Both parties represent and warrant that they have full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.

8. Indemnification.

8.1 Indemnification by Vendor. Vendor agrees to defend, indemnify and hold Carter's and its affiliates, and their respective directors, officers, employees and agents harmless from and against any liability, claim, loss, proceeding, judgment, cost or expense (including reasonable attorney's fees) arising out of any allegation, claim or demand asserted by a third party against Carter's alleging: (a) that Services or Deliverables or use of the foregoing by Carter's as contemplated by this Agreement or any applicable SOW infringes a third party's intellectual property rights; (b) negligence, strict liability or intentional misconduct in performing under this Agreement; (c) breach of any representations, warranties or obligations by Vendor under this Agreement; (d) any Security Incident or (e) violation of any applicable law or regulations, provided that (i) Vendor is notified promptly in writing of such action by Carter's (except that this obligation of Carter's shall only limit Vendor's defense and indemnification obligations hereunder to the extent such failure materially prejudices Vendor's defense of such action); (ii) Vendor shall have sole control of the defense of any such action and all negotiations for its settlement or compromise unless such settlement or compromise would involve the providing of equitable relief against the payment of money by Carter's or its affiliates, directors, officers, employees or agents or would affect Carter's rights in or to the Deliverables, in which case Carter's must consent to the terms of such settlement; and (iii) Carter's shall cooperate reasonably with Vendor, at Vendor's expense, including reasonable attorney's fees, in the defense, settlement or compromise of any such action.

8.2 Indemnification by Carter's. Carter's agrees to defend, indemnify and hold Vendor and its affiliates, and their respective directors, officers, employees and agents harmless from and against any liability, claim, loss, proceeding, judgment, cost or expense (including reasonable attorney's fees) arising out of any allegation, claim or demand asserted by a third party against Vendor regarding (a) Carter's use of Services or the Deliverables, or (b) any breach by Carter's of any representations, warranties or obligations of Carter's under this Agreement, provided that (i) Carter's is notified promptly in writing of such action by Vendor (except that this obligation of Vendor's shall only limit Carter's defense and indemnification obligations hereunder to the extent such failure materially prejudices Carter's defense of such action); (ii) Carter shall have sole control of the defense of any such action and all negotiations for its settlement or compromise unless such settlement or compromise would involve the providing of equitable relief against the payment of money by Vendor or its affiliates, directors, officers, employees or agents, in which case Vendor must consent to the terms of such settlement; and (iii) Vendor shall

cooperate reasonably with Carter's, at Carter's expense, including reasonable attorney's fees, in the defense, settlement or compromise of any such action.

9. **Insurance.** During the term of this Agreement, Vendor shall maintain, and require its agents or subcontractors to maintain, all insurance and/or bonds required by law or this Agreement with companies qualified to do business in the jurisdiction in which the Services will be performed and rating A-VII or better by A.M. Best Company, including but not limited to the following coverage:

- a) Commercial General Liability with limits of at least \$1,000,000 Per Occurrence/\$2,000,000 General Aggregate, including Products, Completed Operations, Contractual Liability, and Personal & Advertising Injury coverage;
- b) Workers' Compensation as required by the law in the state in which the work is to be performed and including Employer's Liability with limits of at least \$1,000,000 each accident/\$1,000,000 each employee by disease;
- c) Errors and Omissions Liability/Professional Liability with a minimum limit of \$1,000,000 if the scope of work includes design and/or engineering or other professional services.

Vendor shall deliver to Carter's certificates of insurance evidencing the required coverage, naming Carter's as an additional insured to the Commercial General Liability policy, and waiving any and all rights of subrogation against Carter's prior to execution of this Agreement and thereafter not less than thirty (30) days prior to the expiration of any such policy. Failure of Carter's to demand such certificates or to identify any deficiency in the insurance provided shall not be construed as or deemed to be a waiver of the Vendor's (or its agents' or subcontractors') obligation to maintain such insurance.

For any claims relating to this Agreement, the Vendor's insurance shall be primary and not contributing to or in excess of any similar coverage purchased by Carter's. All policy deductibles will remain the responsibility of the Vendor, its agents or its subcontractors. Should insurance policy limits be exhausted or should Vendor or its agents or subcontractors fail to maintain the required insurance coverage, neither Vendor nor any of its agents and subcontractors will in any way be relieved from liability provided for herein to Carter's should a loss occur.

10. **Termination.**

10.1 **Termination for Material Breach.** This Agreement and/or any SOW may be terminated by either party in the event of a material breach by the other party (the "Defaulting Party") of any of its material obligations and failure by the Defaulting Party to remedy such breach within thirty (30) days after written notice of such breach is provided to the Defaulting Party. In the event of such termination, neither party shall be relieved of any of its obligations incurred prior to such termination.

10.2 **Termination for Insolvency.** This Agreement and all SOWs may be terminated, by either party, effective immediately and without notice, in the event of (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the

rights of creditors generally, or (iv) the making by the other party of a composition of, or any assignment or trust mortgage for the benefit of, creditors.

10.3 **Effect of Termination.** Promptly upon termination of this Agreement for any reason, each party shall immediately return or destroy, as requested by the other party at its sole discretion, all copies of Confidential Information in such party's possession, and deliver to the requesting party all work product or other Deliverables completed or in progress at the time of termination. Each Party agrees to cause an executive officer of such to certify compliance with the foregoing requirements promptly upon request.

10.4 **Survival.** Sections 3, 7, 8, 10, 11, and 13-15 hereof and any accrued rights to payment and remedies for breach of this Agreement shall survive, in accordance with their terms, the completion of Vendor's Services hereunder and the expiration or termination of this Agreement or any SOW.

11. **Remedies.** Because a breach of any obligations set forth in Section 15.6 will irreparably harm either party and substantially diminish the value of each party's proprietary rights in the Deliverables or its Confidential Information, Carter's and Vendor agree that if either party breaches any of its obligations thereunder, the other party shall, without limiting its other rights or remedies, be entitled to equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights.

12. **Force Majeure.** In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, terrorism, strike, lock out, failure of public utilities, epidemic, public health emergency, destruction of production facilities, insurrection, or any other cause beyond the reasonable control of the party invoking this provision, and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence, and provided further that if such occurrence continues, whether or not continuously, to prevent or delay performance for a period of forty five (45) days the party whose performance has not been prevented shall be entitled to terminate this Agreement and any applicable SOW by giving the other party three (3) days notice.

13. **Notices.** Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed received (i) the day after sending if sent by facsimile or next-day carrier service, or (ii) the third day after mailing via first-class mail, postage prepaid, to a party at the address specified below or such other address as either party may from time to time designate to the other:

To Carter's:

The William Carter Company
3438 Peachtree Road NE, Suite 1800
Atlanta, Georgia 30326
Attention: Legal Department

To Vendor:

The Specialist Works Ltd
2700 Cumberland Parkway
Suite 550, Atlanta, GA 30339
ATTN: Katie Lobina, Managing Partner

14. Governing Law. This Agreement shall be governed by the laws of the State of Georgia, without regard to its conflicts of law provisions.

15. Miscellaneous.

15.1 Entire Agreement, Amendments. This Agreement and its SOWs constitute the entire agreement between Vendor and Carter's with respect to the subject matter hereof and supersede, any and all prior agreements, statements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof, and any terms and conditions included on Carter's or Vendor's purchase orders, whenever delivered. This Agreement and any SOW cannot be amended unless in writing and signed by duly authorized representatives of each party.

15.2 Construction. In the event that any provision of this Agreement or any SOW is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement or such SOW did not contain the particular provisions held to be unenforceable and the unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision.

15.3 Assignment. Except as otherwise provided in this Agreement, neither this Agreement, any SOW or any rights or licenses granted hereunder may be assigned, delegated or subcontracted by any party without the prior written consent of the other party, except that Carter's may, without Vendor's consent assign this Agreement or any SOW or any rights or licenses hereunder to another entity pursuant to a merger, consolidation or sale of all or substantially all of Carter's assets, provided that in such case Carter's notifies Vendor of the assignment in writing and the assignee agrees to be bound by this Agreement and any applicable SOW. Vendor may, upon prior written notice to Carter's, subcontract its obligations hereunder to any wholly-owned subsidiaries of Vendor, provided that Vendor remains liable for such subsidiary's performance.

15.4 Independent Contractors. The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venturer of the other.

15.5 Publicity. Neither party may use the other's name or logo in any marketing materials or press releases without such party's prior consent.

15.6 Non-Solicitation. During the period of performance of Services by Vendor and for twelve (12) months thereafter, the parties agree not to solicit or induce any employee of the other party to terminate his or her employment with or to hire any employee of the other party without the prior written approval of that party. The parties agree that the foregoing does not prevent a party from considering for employment any individual, whether or not an employee of the other party, who has responded to a general public solicitation. A party shall provide written notice to the other party with reasonable details in the event such party believes the other party violated this Section 15.6 and such violating party shall have thirty (30) days to cure such breach before the non-violating party may exercise its rights under this Agreement or that might otherwise be available.

15.7 Foreign Corrupt Practices Act. Vendor acknowledges that each party is subject to the provisions of the Foreign Corrupt Practices Act of 1977, United States Public Law 95-213, 15 U.S.C. §§ 78m, 78dd,

and 78ff, as amended (the "FCPA"), and similar laws and regulations in other jurisdictions, and accordingly, Carter's and Vendor must adhere to the standards of conduct required thereby. Vendor and Carter's understands and agrees that (i) it shall not give or offer to give, or authorize the giving of anything of value to any government official, any political party or official thereof, or any candidate for political office or official thereof, or any candidate for political office, or any other person, that is contrary to the prohibitions set out in Sections 78dd-1(a) or 78dd-2(a) thereof ("Improper Payment") and (ii) it shall maintain books and records that are accurate and complete. In the event that either party is found to have made any Improper Payment, then the other party shall have the right to terminate for cause this Agreement and any SOWs issued hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year indicated above.

THE WILLIAM CARTER COMPANY

By: 

Name: MIRIAM PECHAR

Title: VP Strategy

Date: 11/22/2019

THE SPECIALIST WORKS LTD

By: 

Name: Ryan Rager

Title: Managing Partner Atlanta

Date: 11/26/2019