

Last Modified: December 6, 2016

HUGO BOSS CANADA INC.

PRIVACY POLICY

1. PURPOSE

Hugo Boss Canada Inc. ("**HUGO BOSS**") is a manufacturer, distributor and retailer of fashion products that operates across Canada and that collects, uses and discloses Personal Information in connection with this business.

It is consistent with the core values of, and thus constitutes the policy of **HUGO BOSS** to protect the Personal Information of Employees and other Individuals in its custody and control. **HUGO BOSS** recognizes that effective systems and measures to protect such Personal Information are important to safeguarding the interests of Individuals who share their information with **HUGO BOSS**. The purpose of this privacy policy (the "**Policy**") is to establish rules to govern the collection, use and disclosure of Personal Information by **HUGO BOSS**, in a manner that balances an Individual's right to privacy with the need of **HUGO BOSS** to collect, use or disclose Personal Information for purposes that a reasonable person would consider appropriate in the circumstances, in accordance with applicable privacy laws and regulations ("**Privacy Laws**").

HUGO BOSS's corporate headquarters is located in Concord, Ontario. As a manufacturer, distributor and retailer that operates across Canada, Hugo Boss will transfer Personal Information across the borders of Canadian provinces and territories. Therefore, **HUGO BOSS** must comply with the Canadian federal private sector privacy legislation (the Personal Information Protection and Electronic Documents Act) and the regulations thereunder (the "**Act**"), and with provincial privacy legislation, including the Personal Information Protection Act (Alberta) and the regulation thereunder (the "**Alberta Act**"), the Personal Information Protection Act (British Columbia) and the regulation thereunder (the "**BC Act**"), and An Act respecting the protection of personal information in the private sector (Quebec) (the "**Quebec Act**"), as well as any other provincial privacy legislation as it is enacted.

This Policy sets a comprehensive privacy standard for **HUGO BOSS** as a whole. **HUGO BOSS** believes that this Policy, as supplemented by additional requirements of provincial jurisdictions where **HUGO BOSS** conducts business, meets the requirements set out in the Act and other applicable legislation.

2. SCOPE

Role of the Policy

- (a) This Policy is the corporate privacy policy for **HUGO BOSS**, and applies to the collections, uses and disclosures of Personal Information by **HUGO BOSS**.
- (b) **HUGO BOSS** collects, uses and discloses Personal Information for different purposes, and, as a result, the purposes are set out in a schedule attached to this Policy. Also attached as a schedule is the contact information for the Privacy Officer, a representative sampling of exceptions to the general principle that Hugo Boss will not collect, use or disclose Personal Information without the knowledge and consent of the Individual and a list of the jurisdictions that provide an exception for publicly available information. The following lists the attached schedules which form part of this Policy:

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|---------------------|---|
| Schedule "A" | Purposes |
| Schedule "B" | Privacy Officer |
| Schedule "C" | Examples of Exceptions to Consent Requirement for Collection, Use and Disclosure |
| Schedule "D" | Publicly Available Information Exceptions for Applicable Jurisdictions |
| Schedule "E" | Fees for Access to Personal Information |
| Schedule "F" | Personal Information Transfer Agreements |
| Schedule "G" | Non-Canadian Countries where Service Providers receive/may receive Personal Information from Hugo Boss |

Other Scope Issues

- (c) This Policy is current as of the “last modified” date set out above. **HUGO BOSS** will continue to review the Policy to ensure that it is relevant and remains current with changing laws, regulations and technologies. Most importantly, Hugo Boss wants to ensure it continues to meet the evolving privacy needs of Individuals, including Employees. While the Policy may therefore change, **HUGO BOSS** will treat Personal Information in a manner consistent with the Policy under which it was collected, unless **HUGO BOSS** has the consent of the Individual to treat it differently.
- (d) Individuals whose Personal Information has been provided to **HUGO BOSS** shall be able to address a challenge concerning compliance with the principles expressed herein to the Privacy Officer or persons accountable for **HUGO BOSS**’s compliance with the Policy.
- (e) The Policy applies to Personal Information provided to **HUGO BOSS** that is collected, used, or disclosed by **HUGO BOSS**.
- (f) The Policy applies to the management of Personal Information in any form whether oral, electronic or written.
- (g) The Policy does not impose any limits on the collection, use or disclosure of:
 - (i) the name, title, business address or business telephone number of any employee of **HUGO BOSS** or any other organization, to the extent that such information is collected, used or disclosed for the purpose of contacting an individual in that person’s capacity as an employee or official of **HUGO BOSS** or any other organization (note that a business e-mail address or business fax number will be considered to be personal information); or
 - (ii) publicly available information, depending on the relevant jurisdiction and applicable Privacy Law, as set out in Schedule “D”.

3. DEFINITIONS

“**collection**” – means the act of gathering, acquiring, recording, or obtaining Personal Information from any source, including sources other than the Individual to whom the Personal Information belongs, by any means.

“**Consent**” – means voluntary agreement to the collection, use or disclosure of Personal Information for defined purposes. Consent can be either express or implied and can be provided directly by the individual or by an authorized representative. Express consent can be given orally, electronically or in writing, but is always unequivocal and does not require any inference on the part of **HUGO BOSS**. Implied consent is consent that can reasonably be inferred from an individual’s action or inaction.

“**disclosure**” – making Personal Information available outside Hugo Boss including without limitation to other **HUGO BOSS** affiliates.

“**Employee**” – means an employee, independent contractor, ex-employee, volunteer/intern, or ex-volunteer/intern of **HUGO BOSS**.

“**Hugo Boss Offices**” – means any office where it conducts business, including but not limited to its Ontario corporate offices, distribution centers and showrooms.

“**Hugo Boss Website**” – means the website of **HUGO BOSS**.

“**identified purposes**” – means the purposes identified in Section 5.2 and Schedule “A”.

“**Individual**” – means any person who directly or indirectly provides their Personal Information to **Hugo Boss** as described in Section 5.2(e) of the Policy.

“**Personal Information**” – means information about an identifiable Individual (other than the information described under Section 2(g) above), which therefore does not include information that cannot be associated with a specific individual.

“**Privacy Officer**” – means the privacy officer of **HUGO BOSS** as set out in Schedule “B”.

“**sensitive**” – means sensitive in the context. Some information, such as medical records and income records, is almost always considered to be sensitive.

“**use**” – means the treatment, handling, management and retention of Personal Information.

4. SUMMARY - PRIVACY PRINCIPLES

- **Accountability.** HUGO BOSS is responsible for Personal Information under its control and has designated a Privacy Officer who is generally accountable within the organization for assisting Hugo Boss in being compliant with this policy and applicable Privacy Laws (see Section 5.1).
- **Identifying Purposes.** HUGO BOSS identifies the purposes for which it collects Personal Information at or before the time of collection from an Individual, and in any case, prior to use or disclosure of the Personal Information for the identified purposes (see Section 5.2).
- **Consent.** The knowledge and Consent of the Individual are required for the collection, use, or disclosure of Personal Information, except where the collection, use or disclosure of Personal Information without such knowledge and Consent is permitted by law or a recognized authority. In appropriate circumstances, Consent may be implied (see Section 5.3).
- **Limiting collection.** HUGO BOSS limits the collection of Personal Information to that which is necessary for the purposes that it has identified. Such information is collected by fair and lawful means (see Section 5.4).
- **Limiting use, disclosure and Retention.** Personal Information is not used or disclosed for purposes other than the identified purposes, except with the Consent of the Individual or as otherwise permitted by law. Personal Information is retained only as long as is set out in Section 5.5.
- **Accuracy.** HUGO BOSS keeps the Personal Information as accurate, complete and up-to-date as is necessary for the identified purposes (see Section 5.6).
- **Safeguards.** HUGO BOSS adopts security safeguards appropriate to the sensitivity of the Personal Information to protect such Personal Information (see Section 5.7).
- **Openness.** HUGO BOSS makes readily available to Individuals specific information about this Policy and other policies and practices relating to the management of Personal Information (see Section 5.8).
- **Individual Access.** Upon written request, HUGO BOSS will inform an Individual of the existence, use and disclosure of his or her Personal Information, will provide such Individual with access to that information, and will permit the Individual to challenge the accuracy and completeness of the Personal Information, as set out in Section 5.9.

- **Challenging Compliance.** An Individual shall be able to address a concern regarding **HUGO BOSS**'s compliance with the principles expressed herein to the **HUGO BOSS** Privacy Officer (see Section 5.10).

5. **PRIVACY POLICY**

5.1 **Principle 1 – Accountability**

- (a) **HUGO BOSS** is responsible for Personal Information under its control and has designated one person as its Privacy Officer (see contact information in Schedule "B"), who is accountable within the organization and is responsible for **HUGO BOSS**'s compliance with this Policy, and for ensuring that the Policy complies with the then-current applicable Privacy Laws.
- (b) Comments and questions regarding this Policy or its administration should be forwarded to the Privacy Officer's attention.
- (c) **HUGO BOSS** is responsible for Personal Information in its possession or custody or control, including information that has been transferred to a third party for processing, as follows:
 - (i) to the extent that Personal Information is transferred to and from an affiliate of **HUGO BOSS**, there is a privacy policy in place at the affiliate that offers at least the same protections of this Privacy Policy, or in the absence thereof there will be a Personal Information Transfer Agreement ("**PITA**") in place; and
 - (ii) to the extent that Personal Information is transferred to a non-affiliate third party provider, through a **PITA** as set out in Section 5.7(d) of this Policy, such that each third party receiving such Personal Information is bound to protect such information; and
- (d) **HUGO BOSS** has implemented policies and practices to give effect to the principles of the Act and other applicable Privacy Laws, including:
 - (i) procedures to protect Personal Information;
 - (ii) procedures to receive and respond to:
 - (A) requests for access in accordance with Section 5.9 of this Policy; or
 - (B) inquiries and complaints in accordance with Section 5.10 of this Policy;

- (iii) training staff and communicating information to staff about **HUGO BOSS**'s policies and practices; and
 - (iv) publishing materials, including on the **HUGO BOSS** Website, to explain **HUGO BOSS**'s Policy and procedures.
- (e) The **HUGO BOSS** Privacy Officer will review on a periodic basis (and if necessary amend) this Policy, and will review other issues in connection with same.

5.2 Principle 2 - Identifying Purposes for collection of Personal Information

- (a) **HUGO BOSS** identifies the purposes, through either direct explanation or use of other notification means for which it collects Personal Information at or before the time of collection from an Individual, and collects only that information necessary for such identified purposes.
- (b) When **HUGO BOSS** wishes to use or disclose the Personal Information for a purpose other than an identified purpose, it will identify the new purpose prior to such use or disclosure. The Individual whose Personal Information is at issue must consent before **HUGO BOSS** can use or disclose the information for this new purpose, unless such use or disclosure without consent is permitted or required by law.
- (c) When collecting Personal Information directly from an Individual, **HUGO BOSS** personnel explain the identified purposes to the applicable Individual.
- (d) When collecting Personal Information, other than from an Individual, (i.e. from a third party) and doing so without the direct consent of that Individual, in circumstances where consent may be required, **HUGO BOSS** shall:
 - (i) provide the disclosing organization with sufficient information regarding the purpose of the collection to allow the disclosing organization to determine whether the disclosure would be in accordance with applicable legislation; and
 - (ii) obtain representation from the third party that either (a) it has obtained the consent of the Individual for the collection, use and disclosure of the Personal Information by **HUGO BOSS** for that purpose, (b) that such consent is not required by law.
- (e) **HUGO BOSS** collects Personal Information from the persons and for the purposes set out in Schedule "A".
- (f) **HUGO BOSS** ensures that such purposes are limited to purposes that a reasonable person would consider appropriate in the circumstances.

5.3 **Principle 3 – Obtaining Consent for collection, use or disclosure of Personal Information**

- (a) Subject to (b) below, the knowledge and Consent of the Individual are required for the collection, use, or disclosure of Personal Information by **HUGO BOSS**, except where the collection, use or disclosure of Personal Information without such knowledge and Consent is permitted or required by law. In appropriate circumstances, Consent may be implied.
- (b) The applicable legislation sets out specific circumstances under which **HUGO BOSS** may collect, use, or disclose Personal Information without the knowledge or Consent of the Individual. Schedule “C” sets out a representative sampling of those circumstances which are most likely to have application to **HUGO BOSS**, wherein **HUGO BOSS** may, without knowledge or Consent, collect, use, or disclose Personal Information.
- (c) **HUGO BOSS** uses reasonable efforts to ensure that Individuals are advised of the purposes for which their Personal Information will be used. To make the Consent meaningful, the purposes are stated in such a manner that the Individual can reasonably understand how the Personal Information will be used or disclosed. Note that in the province of Alberta, an individual can make his or her consent subject to reasonable terms, conditions or qualifications that are established, set, approved by or otherwise acceptable to the Individual.
- (d) Typically, **HUGO BOSS** seeks Consent for the use or disclosure of Personal Information at the time of its collection. In certain circumstances, Consent for the use or disclosure may be sought after the information has been collected, but before it is so used or disclosed (for example, when **HUGO BOSS** wants to use Personal Information for a purpose not previously identified).
- (e) **HUGO BOSS** does not, as a condition of the supply of a product or service, require an Individual to Consent to the collection, use, or disclosure of Personal Information beyond that required to fulfill the explicitly specified and legitimate identified purposes.
- (f) In determining the form of Consent, **HUGO BOSS** takes into account the sensitivity of the Personal Information involved. **HUGO BOSS** generally seeks express Consent when the Personal Information is likely to be considered sensitive, and implied Consent when the information is less sensitive.
- (g) In obtaining Consent, **HUGO BOSS** also takes into account the reasonable expectations of the Individual.

- (h) **HUGO BOSS** may seek Consent in various ways, depending on the circumstances and the type of information collected, including, for example, using an application form and/or a check-off box, or collecting oral consent – in particular, when information is collected over the telephone.
- (i) An Individual may withdraw Consent at any time, on reasonable notice, subject to legal or contractual restrictions. **HUGO BOSS** will inform the Individual of the implications of such withdrawal. For example, where an Individual withdraws Consent to the uses of their Personal Information as such uses are set out in Section 5.2(d) and Schedule “A”, such withdrawal may result in **HUGO BOSS** being unable to provide its services to such Individual. Note that in the province of Alberta, an Individual is permitted to vary his or her Consent to the collection, use and disclosure of his or her Personal Information.
- (j) Notwithstanding the foregoing, where (a) Employee Personal Information is collected, used and disclosed for the purposes of establishing, managing or terminating an employment relationship between **HUGO BOSS** and the Employee, and (b) **HUGO BOSS** notifies the Employee of same prior to such collection, use and disclosure, **HUGO BOSS** will not obtain the consent of the Employee for such collection, use and disclosure.

5.4 **Principle 4 - Limiting collection of Personal Information**

- (a) **HUGO BOSS** limits the collection of Personal Information to that which is necessary to fulfil the identified purposes. **HUGO BOSS** collects the Personal Information by fair and lawful means.
- (b) **HUGO BOSS** does not collect Personal Information at random without regard to an identified purpose or in a misleading manner. Both the amount and the type of information collected is limited to that which is necessary to fulfill the identified purposes. **HUGO BOSS** specifies the type of Personal Information collected as part of its information-handling policies and practices (see Section 5.2(d) and Schedule "A" for a description of the type of Personal Information collected).

5.5 Principle 5 - Limiting use, disclosure and retention of Personal Information

- (a) **HUGO BOSS** does not use or disclose Personal Information for purposes other than those identified purposes for which it was collected, except with the Consent of the Individual or as necessary for the fulfillment of those purposes, or as permitted by applicable law.
- (b) **HUGO BOSS** may disclose Personal Information to the persons and for the purposes set out in Schedule "A".
- (c) **HUGO BOSS** shall only transfer or disclose Personal Information to third parties (other than to and from its affiliates which are bound by a privacy policy with at least the same protections as this policy) pursuant to a PITA as set out in Section 5.7(d) of this Policy. Each PITA imposes requirements that are substantially similar to this Policy, including: (i) requiring the Personal Information to be treated as confidential, (ii) stating the purposes for which the Personal Information may be used and disclosed, and (iii) requiring the consent of the Individual for any transfer or disclosure of Personal Information to other third parties. Notwithstanding such PITAs, if **HUGO BOSS** is of the opinion that the third party will not provide the foregoing protections, **HUGO BOSS** shall not transfer such Personal Information to that person.
- (d) Only **HUGO BOSS** personnel with a business "need-to-know", or whose duties reasonably so require, in order to fulfill the identified purposes, are granted access to Personal Information.
- (e) **HUGO BOSS** has developed guidelines and implemented procedures for the retention of Personal Information, which include minimum and maximum retention periods. **HUGO BOSS** keeps Personal Information only as long as remains necessary or relevant for the identified purposes; as required by law (for example, **HUGO BOSS** is subject to various legislative, regulatory and auditing requirements concerning retention periods); where the Personal Information has been used to make a decision about an Individual, long enough to allow the Individual access to the information for a reasonable period of time after the decision has been made, and in any case, for at least one year after such decision has been made; and where the Personal Information is the subject of a request from an Individual, for as long as is necessary to allow the Individual to exhaust any recourse under the Act generally or other applicable Privacy Laws.
- (f) **HUGO BOSS** destroys, erases or makes anonymous Personal Information that is no longer to be retained pursuant to (d) above.

HUGO BOSS has developed guidelines and implemented procedures to govern such destruction, erasure and anonymization of Personal Information.

- (g) If all or part of **HUGO BOSS** is to be sold, merged or otherwise transferred to another organization in a business transaction, the Personal Information associated with that part of the company may be transferred in connection with that transaction for:
 - (i) due diligence if:
 - (A) the Personal Information is necessary for the prospective party to determine whether to proceed with the business transaction; and
 - (B) **HUGO BOSS** and the prospective party have entered into an agreement that requires the prospective party to use or disclose the personal information solely for purposes related to the prospective business transaction.
 - (ii) the completion of the transaction. However, **HUGO BOSS** will at the time of the transaction take reasonable steps to receive assurances from the receiving organization, in the applicable agreement, that the transferred Personal Information will be used for the purposes collected and in the manner contemplated under the Policy and will notify those Individuals whose Personal Information was disclosed that the business transaction has taken place, and the Personal Information about them has been disclosed to the party.
- (h) If, however, the business transaction is not completed, **HUGO BOSS** will require the receiving organization to either destroy the Personal Information in its possession or return it to **HUGO BOSS**.

5.6 Principle 6 - Accuracy of Personal Information

- (a) **HUGO BOSS** keeps Personal Information as accurate, complete and up-to-date as is necessary for the identified purposes.
- (b) Personal Information used by **HUGO BOSS** is kept accurate, complete and as up-to-date as possible to minimize the possibility that inappropriate information could be used to make a decision about the Individual. To ensure the foregoing with respect to Personal Information, **HUGO BOSS** requires each Individual and Employee to ensure that the Personal Information, which he or she has provided to **HUGO BOSS**, is accurate and remains current. In addition, Employee Personal Information is periodically updated by third party providers of benefits, pension arrangements and other related Employee services, for the purpose of providing such services to each such Employee.
- (c) **HUGO BOSS** does not routinely update Personal Information, unless such a process is necessary to fulfill the purposes for which the information was collected (for example, the periodic updates set out in (b) above).
- (d) Personal Information that is used continually, including information that is disclosed to third parties, is generally kept accurate and up-to-date, unless limits to the requirement for accuracy are clearly set out.

5.7 Principle 7 - Safeguards

- (a) **HUGO BOSS** has implemented security safeguards to protect Personal Information, regardless of the format in which it is held, against loss or theft, unauthorized access, collection, disclosure, copying, use, modification, disposal or destruction.
- (b) These security safeguards are appropriate to the sensitivity of the information that has been collected, the amount, distribution and format of the information, and the method of storage. A higher level of protection is used to safeguard more sensitive information.
- (c) The methods of protection used include:
 - (i) physical measures, for example, locked filing cabinets;
 - (ii) organizational measures, for example, limiting access on a “need-to-know” basis; and
 - (iii) technological measures, for example, the use of passwords and encryption.
- (d) **HUGO BOSS** protects Personal Information disclosed to third parties (other than to and from its affiliates which are bound by a policy with at least the same protections as this policy) pursuant to a PITA, attached as Schedule "F", which imposes requirements that are substantially similar to this Policy as set out in Section 5.5(c) of this Policy. Thus, for example, **HUGO BOSS** may, from time-to-time, outsource an administrative or other function to a contractor or retain an outside entity to perform a task on behalf of **HUGO BOSS**, in connection with which Personal Information is transferred or disclosed. **HUGO BOSS** requires the contractor or other entity, through a PITA to treat the information in a manner consistent with this Policy.
- (e) **HUGO BOSS** may send Personal Information outside of the country in connection with the purposes set out in Schedule “A”, including for process and storage by service providers in connection with such purposes. In connection with sending such information outside of the country:
 - (i) While such information is out of the country, it is subject to the laws of the country in which it is held, and may be subject to disclosure to the governments, courts or law enforcement or regulatory agencies of such other country, pursuant to the laws of such country.

- (ii) **HUGO BOSS** will include notice of such extra-jurisdictional disclosure in the consent language at the point of collection.
- (iii) Where the disclosure of the Personal Information of an Individual or an Employee is to a service provider (even if a related party) outside of Canada, **HUGO BOSS** has identified in Schedule "G" (as such Schedule will be updated from time to time):
 - (A) the countries outside Canada in which the collection, use, disclosure or storage by the service provider is occurring or may occur, and
 - (B) the purposes for which the service provider outside Canada has been authorized to collect, use or disclose personal information for or on behalf of the organization.

HUGO BOSS organization will make written information about the policies and practices referred to in this subsection (iii) available upon request.

- (f) **HUGO BOSS** makes its Employees aware of the importance of maintaining the confidentiality of Personal Information.
- (g) **HUGO BOSS** uses care in disposing of or destroying Personal Information to prevent unauthorized parties from gaining access to the information.
- (h) **Privacy Breach Notification**

- (i) **Alberta**

- (A) **Notice to the Commissioner**

Where there is any incident involving the loss of or unauthorized access to or disclosure of the personal information from Alberta under the control of **HUGO BOSS** (an "**Alberta Privacy Breach**"), **HUGO BOSS** shall, without unreasonable delay, provide notice to the Commissioner of such incident where a reasonable person would consider that there exists a real risk of significant harm to an individual as a result of the loss or unauthorized access or disclosure (the "**Commissioner Notice**").

Such Commissioner Notice must be in writing and include the following information:

- (I) a description of the circumstances of Alberta Privacy Breach;
- (II) the date on which or time period during which the Alberta Privacy Breach occurred;
- (III) a description of the personal information involved in the Alberta Privacy Breach;
- (IV) an assessment of the risk of harm to individuals as a result of the Alberta Privacy Breach;
- (V) an estimate of the number of individuals to whom there is a real risk of significant harm as a result of the Alberta Privacy Breach;
- (VI) a description of any steps the organization has taken to reduce the risk of harm to individuals;
- (VII) a description of any steps the organization has taken to notify individuals of the Alberta Privacy Breach; and
- (VIII) the name of and contact information for a person who can answer, on behalf of the organization, the Commissioner's questions about the Alberta Privacy Breach.

AR 366/2003 s19;51/2010

(B) Notice to Affected Individuals

Where **HUGO BOSS** suffers an Alberta Privacy Breach such that **HUGO BOSS** is required to provide a Commissioner Notice under (A) above, the Commissioner may require **HUGO BOSS** to notify individuals to whom there is a real risk of significant harm as a result of the Alberta Privacy Breach, within a time period determined by the Commissioner (the "**Individual Notice**").

Such Individual Notice must:

- (I) be given directly to the individual (not necessarily in writing), provided that the Individual Notice may be given to the individual indirectly if the Commissioner

determines that direct notification would be unreasonable in the circumstances; and

- (II) include:
 - (1) a description of the circumstances of the Alberta Privacy Breach,
 - (2) the date on which or time period during which the Alberta Privacy Breach occurred,
 - (3) a description of the personal information involved in the Alberta Privacy Breach,
 - (4) a description of any steps **HUGO BOSS** has taken to reduce the risk of harm, and
 - (5) contact information for a person who can answer, on behalf of **HUGO BOSS**, questions about the Alberta Privacy Breach.

Note that the Commissioner, in connection with the Individual Notice:

- (I) may require that **HUGO BOSS** satisfy any additional terms or conditions that the Commissioner considers appropriate in addition to the requirements above (the “**Additional Notice Terms**”);
- (II) must establish an expedited process for determining whether to require **HUGO BOSS** to issue Individual Notices in circumstances where the real risk of significant harm to an individual as a result of the Alberta Privacy Breach is obvious and immediate; and
- (III) may require **HUGO BOSS** to provide any additional information that the Commissioner considers necessary to determine whether to require **HUGO BOSS** to (1) provide Individual Notice, or (2) satisfy Additional Notice Terms (the “**Additional Information**”);

and **HUGO BOSS** must provide such Individual Notice, satisfy such Additional Notice Terms, and provide such Additional Information.

(ii) **Voluntary Individual Notice**

In the case of any loss of or unauthorized access to or disclosure of the personal information in Canada, including in connection with an Alberta Privacy Breach, **HUGO BOSS** may also provide Individual Notice on its own initiative. Such determination shall be made by the Privacy Officer, after appropriate internal consultations in **HUGO BOSS**.

5.8 Principle 8 - Openness

- (a) **HUGO BOSS** makes readily available to Individuals specific information about this Policy and other policies and practices relating to the management of Personal Information, in a form that is generally understandable.
- (b) The information made available includes:
- (i) the name and the address of the Privacy Officer who is accountable for **HUGO BOSS**'s policies and practices and who receives inquiries or complaints with respect to **HUGO BOSS**'s treatment of Personal Information;
 - (ii) the means of gaining access to Personal Information held by **HUGO BOSS**;
 - (iii) a description of the type of Personal Information held by **HUGO BOSS**, including a general account of its use;
 - (iv) on the **HUGO BOSS** Website, other information that explains **HUGO BOSS**'s privacy policies and standards; and
 - (v) what Personal Information is made available to other organizations (e.g. subsidiaries), the identity of those organizations, and for what purposes those organizations will use or disclose such Personal Information.
- (c) For the purpose of enabling an individual to make a request under Principle 9, **HUGO BOSS**:
- (i) has designated the following office of the organization to which the individual may direct a written request (the "**Designated Office**"):Attn: Privacy Officer
Hugo Boss Canada Inc.
2600 Steeles Avenue West
Concord, Ontario L4K3C8
privacyofficer_canada@hugoboss.com
 - (ii) has made public the address of the Designated Office and the methods by which that Designated Office can receive requests, and

- (iii) requires that a request received by another office of the organization be forwarded to the Designated Office as quickly as possible;
- (iv) allows a written request to be delivered to the Designated Office during the normal business hours of that office, and
- (v) will not commence the time limit for responding to the request as set out in Principle 9, until the request is received by the Designated Office.

5.9 Principle 9 - Individual Access

- (a) **HUGO BOSS** shall, upon the written request of an Individual:
- (i) inform such Individual of the existence (including the source of the Personal Information), use and disclosure (including a list of the organizations to which **HUGO BOSS** has, or may have, disclosed such Individual's Personal Information) of his or her Personal Information, except as set out in (e) and (g) below;
 - (ii) provide such Individual with access to that Personal Information except as set out in (e) and (g) below; and
 - (iii) provide such Individual with a process to be able to express a concern regarding the accuracy and completeness of the Personal Information (see Section 5.10) and where an Individual successfully demonstrates the inaccuracy or incompleteness of Personal Information, **HUGO BOSS** will amend the Personal Information as required as soon as reasonably possible. Where reasonably appropriate, **HUGO BOSS** will transmit the amended information to third parties having access to the Personal Information in question.

Where an Individual informs **HUGO BOSS** that they require assistance in making such written request, **HUGO BOSS** will provide that Individual with assistance. **HUGO BOSS** may require an Individual to provide sufficient information to permit **HUGO BOSS** to respond to such request, and shall use and disclose the information provided only for this purpose.

- (b) **HUGO BOSS** will respond to each such Individual and Employee request not later than thirty (30) days after receipt of a written request. Notwithstanding the foregoing, where:
- (i) a large amount of Personal Information is requested and meeting the time limit would unreasonably interfere with the activities of **HUGO BOSS**;
 - (ii) the time required to undertake any consultations necessary to respond to the request would make the time limit impracticable to meet; or
 - (iii) additional time is required to convert the Personal Information into an alternative format that has been requested by the Individual;

then **HUGO BOSS** shall within such thirty (30) day period send a notice (the “**Notice of Time Extension**”) to the Individual, advising them of the new time limit (which shall be no more than an additional thirty (30) day period), the reasons for extending the time limit and their right to make a complaint to the federal Privacy Commissioner or other applicable Privacy Law authority in respect of the extension. Where the request is being made under the Québec Act, **HUGO BOSS** shall respond within thirty (30) days after receipt of a written request with no extensions for such time limit.

- (c) Other than in the case of an Employee requesting to access their Employee Personal Information (in which case such access will be provided at no cost to the Employee), in accordance with Schedule “E”.
- (d) Where **HUGO BOSS** is making the requested information available, the Personal Information shall be in a form that is generally understandable, and shall include an explanation of any abbreviations or codes.
- (e) Notwithstanding the foregoing, **HUGO BOSS** may not provide access to the Personal Information only if the information:
 - (i) is protected by solicitor-client privilege;
 - (ii) would reveal confidential commercial information that has the potential in the opinion of a reasonable person to harm the competitive position of **HUGO BOSS**;
 - (iii) was collected without the knowledge and Consent of the Individual (as to do otherwise would have compromised the availability or the accuracy of the Personal Information, and the collection was reasonable for purposes relating to investigating the breach of an agreement or a contravention of the laws of Canada or a province); or
 - (iv) was generated in the course of a formal dispute resolution process, including without limitation such a process between (A) **HUGO BOSS**, or affiliates of **HUGO BOSS**, and (B) the Individual; provided that where the Personal Information requested by the Individual is needed because the life, health or security of an Individual (who may or may not be the requesting Individual) is threatened, then **HUGO BOSS** will provide access to such Personal Information.
- (f) Under no circumstances shall **HUGO BOSS** provide access to the Personal Information if:

- (i) the information could reasonably be expected to threaten the safety or physical or mental health of an Individual other than the Individual who made the request;
 - (ii) the information could reasonably be expected to cause immediate or grave harm to the safety or physical or mental health of the Individual who made the request; or
 - (iii) the information would reveal the identity of an Individual who has provided Personal Information about another Individual and the Individual providing the Personal Information does not consent to the disclosure of his or her identity.
- (g) Notwithstanding (e) and (f) above, if **HUGO BOSS** is able to remove the information listed in (e)(ii) and (f)(i), (ii) and (iii) from a document or record that contains Personal Information about the Individual who requested it, **HUGO BOSS** must provide the individual with access to the Personal Information after the information referred to above has been removed.
- (h) Where access to the Personal Information would likely reveal Personal Information about a third party:
 - (i) **HUGO BOSS** shall not provide access to such Personal Information, provided that if the Personal Information of the third party is severable from the Personal Information of the requesting Individual, **HUGO BOSS** shall sever such third party Personal Information and shall provide the requesting Individual with their remaining Personal Information; but
 - (ii) notwithstanding (h)(i) above, **HUGO BOSS** shall provide such access, and need not sever third party Personal Information, where such third party consents or where the Personal Information requested by the Individual is needed by the Individual because the life, health or security of an individual (who may or may not be the requesting Individual) is threatened.
- (i) In addition, in the case of sensitive medical information, **HUGO BOSS** may refer the Individual to the Individual's physician to disclose such Personal Information to the Individual.
- (j) Where **HUGO BOSS** refuses a request from an Individual under Section 5.9 of this Policy within the thirty (30) day response period, **HUGO BOSS** will notify that Individual of (i) the reasons for refusing the request, (ii) the recourse for the Individual under the Act generally or other applicable Privacy Laws, and (iii) the contact information of the Privacy Officer or the local human resources delegate who can answer any questions

about the refusal to provide access to the information, as set out in Schedule "B".

- (k) If an Individual or Employee makes a request to **HUGO BOSS** (which request must be in writing) to inform him or her about any disclosure of their Personal Information to a government institution, the Privacy Officer shall be informed, and **HUGO BOSS** shall not respond to such request until the Privacy Officer has determined whether **HUGO BOSS** must notify the government institution and otherwise comply with the procedures set out in Sections 9(2.1) to 9(2.4) of the Act.
- (l) In addition to the foregoing, if **HUGO BOSS** makes disclosure of the personal information of an Individual or an Employee to a service provider (even if a related party) outside of Canada, as per Schedule "G"(e)(iii), **HUGO BOSS** will make written information about the policies and practices referred to in Schedule "G"(e)(iii) available upon request.

5.10 Principle 10 - Challenging Compliance

- (a) An Individual can submit a complaint in writing to the Privacy Officer concerning **HUGO BOSS**'s compliance with the above principles.
- (b) **HUGO BOSS** has put procedures in place to receive and respond to inquiries, concerns or complaints about its policies and practices relating to the handling of Personal Information.
- (c) **HUGO BOSS** informs Individuals who make inquiries or lodge concerns or complaints of the existence of relevant complaint procedures.
- (d) **HUGO BOSS** investigates all concerns and complaints pursuant to its complaint procedures, which shall be as follows: all privacy concerns and complaints shall be forwarded to the Privacy Officer upon receipt. If it concludes that a concern or complaint is justified, **HUGO BOSS** will take appropriate measures, including, if necessary, amending its policies and practices. **HUGO BOSS** will inform each Individual of the outcome of the investigation regarding his or her concern or complaint.
- (e) When a concern or complaint is not resolved to the satisfaction of the Individual, **HUGO BOSS** records the substance of the unresolved concern or complaint, and where appropriate transmits the existence of the unresolved concern or complaint to third parties having access to the Personal Information in question.

Contacting HUGO BOSS in respect of Personal Information and privacy inquiries

All inquiries should be in writing and addressed to the Privacy Officer as set out in Schedule "B".

Individuals making a request in respect of Personal Information holdings, or making any inquiry as to the procedure for making such request should be as specific as possible with respect to what information is requested.

SCHEDULE "A"

PURPOSES

A. Collection & Use

Non-Employee Information:

HUGO BOSS collects Personal Information in respect of Individuals other than Employees, from the persons and for the purposes set out below:

- (a) from Individuals for the purpose of processing those individuals' purchase orders'
- (b) from Individuals for the purpose of garnering the opinions and comments of those Individuals in regard to **HUGO BOSS**'s operations;
- (c) from Individuals for the purpose of enrolling those Individuals in **HUGO BOSS**'s contests or promotional programs;
- (d) from Individuals for the purpose of receiving services from **HUGO BOSS**;
- (e) from Individuals for the purpose of including those Individuals on **HUGO BOSS**'s mailing list;
- (f) from Individuals for the purpose of responding to complaints and product information requests by those Individuals;
- (g) from Individuals for the purpose of recruitment for positions in **HUGO BOSS**;
- (h) from Individuals, for the purposes of investigating legal claims;
- (i) from Individuals at the **HUGO BOSS** offices and Individuals shopping and working in our stores, from time to time, to administer the physical security of the **HUGO BOSS** offices and stores, in the form of images of the Individual captured on the security video surveillance system, and in relation to Individuals visiting the **HUGO BOSS** offices, the names of such Individuals recorded with the purpose of their visit and contact person on the visitors record book in accordance with **HUGO BOSS**'s policies and procedures regarding same;
- (j) from Individuals using specific functions of the **HUGO BOSS** Website for the purposes of administering those specific functions of the Website for which the Personal Information was collected, as such purposes are

identified to such Individuals. For example, **HUGO BOSS** may obtain a personal email address or name and home address from an Individual in order to respond to an email submitted by the individual from the **HUGO BOSS** Website. Similarly, by receiving an employment application through the **HUGO BOSS** Website, **HUGO BOSS** will be collecting certain Personal Information of the applicable candidate from that application in order to evaluate the application;

- (k) such other collections and uses of Personal Information from such persons and for such purposes for which **HUGO BOSS** may obtain consent from time to time; and
- (l) as otherwise required or permitted by law.

Employee Information:

Hugo Boss collects Personal Information in respect of Employees from the persons and for the purposes set out below:

- (a) from Employees for the purposes of assessing and facilitating the implementation of opportunities and social programs for Employees;
- (b) from Employees for the purpose of addressing Employee concerns and complaints;
- (c) from Employees and third party providers of benefits, pension arrangements and insurance and other related Employee services, for the purpose of providing compensation and such services and fulfilling taxation requirements in respect of same;
- (d) from Employees in the form of invoices, receipts and travel information for the purpose of refunding the expenses incurred by the Employees as a result of their employment with **HUGO BOSS**;
- (e) from Employees for the purpose of recruitment for positions in **HUGO BOSS**;
- (f) from Employees for the purpose of the administration of **HUGO BOSS** policies and procedures regarding the training, retention and evaluation of Employees;
- (g) from Employees to administer the physical security of the various access points at each of the **HUGO BOSS** facilities, through the collection of Personal Information in the form of images of the Employee captured on the security video surveillance system, in accordance with **HUGO BOSS** policies and procedures regarding same;

- (h) from Employees for the purpose of assisting in the administration of health care for **HUGO BOSS** Employees who become ill or injured while working at **HUGO BOSS**;
- (i) from Employees to comply with other requirements imposed by law, including without limitation collecting personal information as required by applicable workplace insurance and safety legislation and occupational health and safety legislation ;
- (j) from Employees and other third parties, such Personal Information, and for such purposes, as an Individual may otherwise consent;
- (k) such other collections and uses of Personal Information from such persons and for such purposes for which **HUGO BOSS** may obtain consent from time to time; and
- (l) as otherwise required or permitted by law.

B. Disclosure

Non-Employee Information:

Hugo Boss discloses Personal Information in respect of Individuals other than Employees, to the persons and for the purposes set out below:

- (a) to third party service providers for the purposes of (i) performing support functions, such as data processing, database services or information technology support on behalf of **HUGO BOSS**; and (ii) marketing or providing any of **HUGO BOSS**'s products;
- (b) to legal service providers for the purpose of handling any legal claims;
- (c) to such parties for which **HUGO BOSS** may obtain consent from time to time; and
- (d) as otherwise required or permitted by law.

Employee Information:

HUGO BOSS discloses Personal Information in respect of Employees to the persons and for the purposes set out below:

- (a) to service providers of **HUGO BOSS** to the extent required to provide administrative or technological support services to **HUGO BOSS**. Examples of service providers include (but are not limited to) insurance companies processing employee claims, website support companies,

information storage companies, payroll administration and employee assistance plan organizations;

- (b) to medical practitioners for the purpose of administering health care to Employees who become ill or injured while working at **HUGO BOSS**;
- (c) Carefully selected providers which may be changed from time to time, for the purpose of administering group benefits and pension plans for **HUGO BOSS** Employees;
- (d) to external legal counsel in the event of potential litigation matters;
- (e) Carefully selected providers which may be changed from time to time, to administer payroll for Employees;
- (f) such other disclosures of Personal Information to such persons and for such purposes for which **HUGO BOSS** may obtain consent from time to time; and
- (g) as otherwise required or permitted by law.

SCHEDULE "B"

PRIVACY OFFICER

John Rizzo or other designee
Vice President of Operations and Privacy Officer
2600 Steeles Avenue West
Concord, Ontario L4K3C8

Telephone: 905.739.2677

Toll Free: 800.263.2677

E-mail: privacyofficer_canada@hugoboss.com

SCHEDULE "C"

EXAMPLES OF EXCEPTIONS TO CONSENT REQUIREMENT FOR COLLECTION, USE AND DISCLOSURE

The following is a representative sampling of those circumstances which are most likely to have application to **HUGO BOSS**.

HUGO BOSS may, without knowledge or Consent:

- (a) **collect** Personal Information:
 - (i) where the collection is clearly in the interests of the Individual and Consent cannot be obtained in a timely way; or
 - (ii) where it would be reasonable to expect that the collection with the knowledge and consent of the individual would compromise the availability or the accuracy of the information and the collection is reasonable for purposes related to investigating a breach of an agreement or a contravention of the laws of Canada or a province.
- (b) **use** Personal Information:
 - (i) where the information was collected in accordance with paragraphs (i)(A) or (B);
 - (ii) where **HUGO BOSS** becomes aware of information it has reasonable grounds to believe could be useful in investigating or preventing a contravention of the laws of Canada, a province, or another country, that has been, is being, or is about to be committed, the use with consent would compromise the investigation and the information is used to investigate that contravention; or
 - (iii) where the information is used to act in an emergency that threatens the life, health or security of an Individual; and
- (c) **disclose** Personal Information:
 - (i) where the disclosure is made to an advocate or notary in Québec, or, in any other province, to a barrister or solicitor who is representing **HUGO BOSS**;
 - (ii) where required to comply with a subpoena or warrant issued or an order made by a body with jurisdiction to compel the

production of information, or to comply with court rulings relating to the production of records. However, in the province of Québec, **HUGO BOSS** may have to re-apply to the courts for such disclosure;

- (iii) where made to a government institution or part of a government institution that has requested the information, identified its lawful authority to obtain the information, and indicated that
 - (A) to the extent the Act applies, it suspects that the information relates to national security, the defence of Canada, or the conduct of international affairs,
 - (B) the disclosure is requested for the purpose of enforcing any law of Canada, a province or, to the extent the Act applies, another country, carrying out an investigation relating to the enforcement of any such law, or gathering intelligence for the purpose of enforcing any such law, or
 - (C) the disclosure is requested for the purpose of administering any law of Canada or a Canadian province.
- (iv) where made on the initiative of **HUGO BOSS** to an investigative body, a government institution, or a part of a government institution, and **HUGO BOSS** has reasonable grounds to believe that the information relates to a breach of an agreement or a contravention of the laws of Canada, a province or, to the extent the Act applies, another country, that has been, is being or is about to be committed;
- (v) where made to a person who needs the information because of an emergency that threatens the life, health, or security of an Individual and, if the Individual whom the information is about is alive, **HUGO BOSS** informs that Individual of the Disclosure in writing without delay; or
- (vi) where the disclosure is required by law.

This is not an exhaustive list of such circumstances, and upon request the Privacy Officer can describe other circumstances where **HUGO BOSS** is permitted by law, without knowledge and consent, to collect, use or disclose Personal Information.

SCHEDULE “D”

PUBLICLY AVAILABLE INFORMATION EXCEPTIONS FOR APPLICABLE JURISDICTIONS

This Policy does not impose limits on the collection, use or disclosure by Hugo Boss of the following publicly available information within the following jurisdictions:

1. Federal - Personal Information Protection and Electronic Documents Act

Personal Information that is an individual’s name, address, telephone number and e-mail address, when (i) listed in a public directory (where the Individual can refuse to have the Personal Information appear in the directory); (ii) available in a publication, in printed or electronic form, that is available to the public; or (iii) where the individual has provided the information appearing in:

- (a) a professional or business directory, listing or notice;
- (b) a registry collected under a statutory authority and to which a right of public access is authorized by law; or
- (c) a record or document of a judicial or quasi-judicial body,

in which case the collection, use and disclosure of the Personal Information must relate directly to the purpose for which the information appears in, as applicable, the directory, listing or notice; the registry; or the record or document.

2. Alberta - Personal Information Protection Act

Personal Information that is:

- (a) contained in a telephone directory but only if:
 - (i) the information consists of the name, address and telephone number of a subscriber to the directory,
 - (ii) the directory is available to the public, and
 - (iii) the subscriber can refuse to have the personal information appear in the directory;
- (b) contained in a professional or business directory, listing or notice, including, but not limited to, the name, title, address, telephone number and e-mail address of an individual, but only if:

- (i) the directory, listing or notice is available to the public, and
 - (ii) the collection, use or disclosure of the personal information relates directly to the purpose for which the information appears in the directory, listing or notice;
- (c) contained in a registry that is
- (A) a government registry, or
 - (B) a non-governmental registry,
- but only if the collection, use or disclosure of the information relates directly to the purpose for which the information appears in the registry and that purpose is an established purpose of the registry;
- (d) contained in a record of a quasi-judicial body but only if:
- (A) the record is available to the public; and
 - (B) the collection, use or disclosure of the information relates directly to the purpose for which the information appears in the record;
- (e) contained in a publication, including, but not limited to, a magazine, book or newspaper, whether in printed or electronic form, but only if
- (A) the publication is available to the public, and
 - (B) it is reasonable to assume that the individual that the information is about provided that information;
- (f) under the control of an organization and that has been collected from outside of Alberta, that if collected within Alberta would have been collected under the authority of clause (a), (b), (c), (d) or (e), or any 2 or more of those clauses.

3. British Columbia - Personal Information Protection Act

Personal Information that is:

- (a) the name, address, telephone number and other personal information of a subscriber that appears in a telephone directory or is available through Directory Assistance if

- (i) the directory or the directory assistance service is available to the public, and
 - (ii) the subscriber is permitted to refuse to have his or her personal information included in the directory or made available by directory assistance;
- (b) appearing in a professional or business directory, listing or notice that is available to the public, if the individual is permitted to refuse to have his or her personal information included in the directory;
 - (c) appearing in a registry to which the public has a right of access, if the personal information is collected under the authority of an enactment, the laws of the government of Canada or a province or the bylaws of a municipality or other similar local authority in Canada; or
 - (d) appearing in a printed or electronic publication that is available to the public, including a magazine, book or newspaper in printed or electronic form, unless a court has prohibited the publication or the continued publication of that personal information by the source, or the commissioner has made an order stating that the personal information from the source has been published contrary to the Act.

4. Québec - An Act respecting the Protection of Personal Information in the Private Sector

No exception for publicly available information exists.

SCHEDULE "E"

FEES FOR ACCESS TO PERSONAL INFORMATION

A. Access to Employee Personal Information

Hugo Boss shall not charge an Employee any type of fee for responding to that Employee's request for access to his or her Employee Personal Information.

B. Access to Personal Information pursuant to the Quebec Act

Where an Individual makes a request for access to his or her Personal Information pursuant to the Quebec Act (i.e., an access request that originates in Quebec), **HUGO BOSS** shall permit the Individual to view his or her Personal Information at no cost to the Individual, however **HUGO BOSS** may charge the Individual a reasonable fee for any transcription, reproduction or transmission of the information that the Individual requests.

C. Access to Personal Information outside the Province of Quebec

In all cases other than those outlined above, **HUGO BOSS** may charge a minimal cost for responding to exceptional requests, subject to the following requirements:

- (i) **HUGO BOSS** shall provide the Individual with a written estimate of the approximate cost of providing access, and shall request that the Individual inform **HUGO BOSS** within twenty-five (25) days (the "**Notice Period**") as to whether he or she accepts the cost estimate and thereby consents to the continuation of the access request;
- (ii) If the Individual does not advise **HUGO BOSS** within the First Notice Period as to whether he or she accepts the cost estimate and thereby consents to the continuation of the access request, **HUGO BOSS** shall deliver an additional notice to the Individual advising that if the Individual fails to inform Hugo Boss within the twenty-five day period following the First Notice Period (the "**Second Notice Period**") that he or she accepts the cost estimate or withdraws the request, **HUGO BOSS** shall deem the request to have been withdrawn;
- (iii) If the Individual does not respond to the additional notice by the end of the Second Notice Period, **HUGO BOSS** shall deem the request to have been withdrawn, and shall provide the Individual with written notice of same; however
- (iv) If at any time during the First Notice Period or Second Notice Period the Individual informs **HUGO BOSS** that he or she accepts the cost estimate **or does not accept the cost estimate, but nonetheless does not**

withdraw his or her request , **HUGO BOSS** shall grant the Individual access to his or her Personal Information, subject to the exceptions enumerated in Section 5.9(e)-(i) of this Policy.

SCHEDULE "F"

PERSONAL INFORMATION TRANSFER AGREEMENT

THIS AGREEMENT made the <*> day of <*>, 20<*>.

AMONG:

HUGO BOSS CANADA INC., a corporation incorporated under the laws of Ontario,
("Hugo Boss")

- and -

<joint venture/strategic alliance partner, etc.>, a corporation incorporated under the laws of <*>,
(the "X Corp")

WHEREAS Personal Information (as defined below) (a) may have been, and may be, collected or created by the X Corp on behalf of Hugo Boss or by Hugo Boss on behalf of the X Corp, (b) may have been, and may be, used by the X Corp on behalf of Hugo Boss or by Hugo Boss on behalf of the X Corp, and (c) may have been, and may be, disclosed by the X Corp to Hugo Boss or by Hugo Boss on behalf of the X Corp;

AND WHEREAS certain federal, provincial and territorial privacy legislation sets out certain requirements regarding the collection, use and disclosure of personal information;

AND WHEREAS it is in the best interests of the X Corp and Hugo Boss to enter into this Agreement to reflect such legislative requirements;

NOW THEREFORE in consideration of the premises and the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Contract means the agreement entered into on <*>, 20<*> between Hugo Boss and the X Corp.

Hugo Boss Information means Personal Information collected by or on behalf of Hugo Boss and disclosed to the X Corp.

Personal Information means information about an identifiable individual but does not include the name, title or business address or telephone number of an employee of an organization.

X Corp Information means Personal Information collected by or on behalf of the X Corp and disclosed to Hugo Boss.

1. Each of Hugo Boss and the X Corp, as applicable, represent and warrant, and acknowledge that the other is relying on such representations and warranties, that:
 - (a) each of Hugo Boss and the X Corp have obtained all required consents from each individual for the collection, use and disclosure of the Hugo Boss Information and the X Corp Information, respectively, as contemplated by this Agreement and for the purposes set out in the Contract (the "**Purposes**"); and
 - (b) the X Corp Information and the Hugo Boss Information respectively has been collected in accordance with (i) all applicable laws, (ii) any agreements to which the X Corp or Hugo Boss respectively is a party and (iii) all applicable internal policies and procedures of the X Corp or Hugo Boss respectively.
2. The X Corp with respect to the Hugo Boss Information, and Hugo Boss with respect to the X Corp Information shall comply with all applicable laws, regulations and rules in the collection, creation, use, storage and disclosure of Personal Information.
3. The X Corp shall not collect, use or disclose any Hugo Boss Information except to the extent required for the Purposes; in each case, except as otherwise consented to by the applicable individual. In the case of disclosure of Hugo Boss Information by the X Corp to a third party, the X Corp shall require such third party to enter into an agreement imposing obligations upon the third party with respect to the collection, use and disclosure of such personal information which are substantially similar to those obligations set out herein.
4. Hugo Boss shall not collect, use or disclose any X Corp Information except to the extent required for the Purposes; in each case, except as otherwise consented to by the applicable individual. In the case of disclosure of X Corp Information by Hugo Boss, Hugo Boss shall require such third party to enter into an agreement imposing obligations upon the third party with respect to the collection, use and disclosure of such personal information which are substantially similar to those obligations set out herein.

5. The X Corp acknowledges and agrees that (a) Hugo Boss Information may include sensitive personal information (including financial information), and (b) the X Corp shall use at least the same degree of care in maintaining the security and confidentiality of all Hugo Boss Information as it uses in maintaining the confidentiality of its own confidential information of comparable sensitivity and importance, but in no event with less care than is reasonable given the sensitive nature of such Hugo Boss Information.
6. Hugo Boss acknowledges and agrees that (a) X Corp Information may contain sensitive personal information (including financial information), and (b) Hugo Boss shall use at least the same degree of care in maintaining the security and confidentiality of all X Corp Information as it uses in maintaining the confidentiality of its own confidential information of comparable sensitivity and importance, but in no event with less care than is reasonable given the sensitive nature of such X Corp Information.
7. Hugo Boss shall have the right to review from time to time the measures adopted by the X Corp to perform its obligations under this Agreement, including without limitation, attending at the X Corp's premises to review such practices. The X Corp shall provide all reasonable co-operation in connection with such review.
8. The X Corp shall promptly notify Hugo Boss in writing and, at the cost of the X Corp, provide its reasonable co-operation to Hugo Boss in connection with any claim, inquiry, complaint, investigation or remedial action regarding the collection, storage, use or disclosure of Hugo Boss Information.
9. The X Corp shall have the right to review from time to time the measures adopted by Hugo Boss to perform its obligations under this Agreement including, without limitation, attending at Hugo Boss' premises to review such practices. Hugo Boss shall provide all reasonable co-operation in connection with such review.
10. Hugo Boss shall promptly notify the X Corp in writing and, at the cost of Hugo Boss, provide its reasonable co-operation to the X Corp in connection with any request, claim, inquiry, complaint, investigation or remedial action regarding the collection, storage, use or disclosure of X Corp Information.
11. The X Corp shall retain all Hugo Boss Information only for so long as is reasonably necessary to complete the Purposes and as otherwise permitted by applicable law, unless otherwise specified by the mutual written agreement of the parties (the "**X Corp Retention Date**"). The X Corp shall return to Hugo Boss, or as directed by Hugo Boss, delete or destroy the Hugo Boss Information, in each case promptly upon the X Corp Retention Date.

12. Hugo Boss shall retain all X Corp Information only for so long as is reasonably necessary to complete the Purposes and as otherwise permitted by applicable law, unless otherwise specified by a mutual written agreement of the parties (the "**Hugo Boss Retention Date**"). Hugo Boss shall return to the X Corp, or as directed by the X Corp, delete or destroy the X Corp Information, in each case promptly upon the Hugo Boss Retention Date.
13. Neither party shall make any public statement regarding any possible breach of this Agreement, or unauthorized access to or loss of Personal Information by either party in connection with the services preformed hereunder, without the prior written approval of the other party, including as to the content and timing of such statement.
14. The X Corp shall, for greater certainty notwithstanding any other statement in the Contract, indemnify and hold harmless Hugo Boss, its affiliates, and each of their respective employees, agents, officers and directors against and from all claims, liabilities, losses, costs, expenses, damages, claims, suits and demands (whether direct or indirect, consequential or economic damages, and including without limitation legal fees on a full indemnity basis) suffered or incurred by or that may be made or brought against Hugo Boss in connection with a breach by the X Corp of this Agreement, which indemnity from the X Corp will be enforceable without right of set-off, counterclaim or defence as against Hugo Boss, and shall not be subject to any limitation of liability as may be set out in the Contract.
15. OPTIONAL Hugo Boss shall, for greater certainty notwithstanding any other statement in the Contract, indemnify and hold harmless the X Corp, its affiliates, and each of their respective employees, agents, officers and directors against and from all claims, liabilities, losses, costs, expenses, damages, claims, suits and demands (whether direct or indirect, consequential or economic damages, and including without limitation legal fees on a full indemnity basis) suffered or incurred by or that may be made or brought against the X Corp in connection with a breach by Hugo Boss of this Agreement, which indemnity from the X Corp will be enforceable without right of set-off, counterclaim or defence as against Hugo Boss, and shall not be subject to any limitation of liability as may be set out in the Contract. Each party hereto agrees that any breach of this Agreement shall be deemed to be a material breach of the Contract, that monetary damages would not be an adequate remedy to compensate for such breach, and accordingly that, in addition to any and all other remedies available under this Agreement, the Contract, or at law or in equity, and notwithstanding Section 18 below the non-breaching party shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce such obligations the provisions of this Agreement.

- 16. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.
- 17. This Agreement shall be governed by, and construed and enforced in accordance with, the laws in force in the Province of Ontario (excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction). If any dispute or question (in this Section called a "Dispute") shall arise between the parties hereto concerning the interpretation of this Agreement or any part hereof, the Dispute shall be addressed and settled (a) where the Contract includes dispute resolution provisions, by such provisions, and (b) where the Contract does not include dispute resolution provisions, and the parties, after good faith efforts to promptly do so, fail to resolve such Dispute, by final and binding arbitration conducted in private in Toronto and in accordance with the arbitration rules set forth by the Arbitration and Mediation Institute of Ontario and the provisions of the Arbitration Act 1991 (Ontario).
- 18. This Agreement, together with the Contract to the extent referenced herein, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein, and no supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. In the case of any conflict between the provisions of this Agreement and the Contract, the provisions of this Agreement shall govern.
- 19. This Agreement shall continue until the termination or expiry of the Contract, upon which termination or expiry this Agreement will be deemed to be terminated. The provisions in sections 7 to 16, 18, 19 and this section 20 shall survive the termination or expiry of this Agreement and shall continue in full force and effect until such time as the parties hereto agree in writing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

HUGO BOSS CANADA INC.

<INSERT X CORP>

By:

Name: <*>
 Title: <*>

Name: <*>
 Title: <*>

SCHEDULE "G"

**NON-CANADIAN COUNTRIES
WHERE SERVICE PROVIDERS RECEIVE/MAY RECEIVE
PERSONAL INFORMATION FROM HUGO BOSS**

| Service Provider outside of Canada | Countries outside Canada | Purposes for which the service provider outside Canada has been authorized to collect, use or disclose the personal information | Date Information Began to be Provided | Date Information Ceased to be Provided |
|---|---------------------------------|--|--|---|
| | | | | |
| | | | | |